



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 – 2/20/2020
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. February 6, 2020 (Pages 1 - 10)

[Attachments](#)

B. Resolutions

1. Historic District Moratorium (Pages 11 - 13)

[Attachments](#)

C. First Reading of Ordinances

1. Food Truck Ordinance (Pages 14 - 18)

[Attachments](#)

2. T20-01 HPC Design Standard Revisions (Pages 19 - 125)

[Attachments](#)

3. Alarm Registration Ordinance (Pages 126 - 128)

[Attachments](#)

D. Contracts/Agreements

1. Professional Probation Services, Inc. (Pages 129 - 133)

[Attachments](#)

2. Cost of Service Study Contract (Pages 134 - 136)

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3. Cartersville Little League (Pages 137 - 151)

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4. Southern Soccer Academy (Pages 152 - 166)

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5. One Beacon Insurance Settlement (Pages 167 - 169)

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6. Sales Tax Refund Consultant (Pages 170 - 174)

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E. Change Order

1. WTP – Filter Controls Integration Revision (Pages 175 - 176)

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2. Douthit Ferry Road Widening (Pages 177 - 186)

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F. Bid Award/Purchases

1. Residential Garbage Cart (Pages 187 - 189)

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2. Residential Recycling Cart (Pages 190 - 192)

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3. Commercial Front Loader Repair (Pages 193 - 194)

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4. Commercial Front Loader Lease Renewal (Pages 195 - 197)

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5. Transco Steel Line Pipe (Pages 198 - 200)

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G. Contracts/Agreements

1. Old Alabama Road Relocation (Pages 201 - 215)

[Attachments](#)

H. Grant Application/Acceptance

1. GA/EMS Grant Acceptance (Pages 216 - 217)

[Attachments](#)

I. Bid Award/Purchases

1. Rent for Old Fire Station #3 (Pages 218 - 219)

[Attachments](#)

J. Monthly Financial Statement

1. December 2019 Financial Report (Pages 220 - 224)

[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
2/20/2020 7:00:00 PM
February 6, 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 are recommended for approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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

I. Opening Meeting

Invocation by Chaplain Rudy Ross.

Pledge of Allegiance led by Police Chief Frank McCann.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; 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; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

Absent: Jayce Stepp. Council Member Ward Two

A. Other

1. Remembering Officer Sarah Barnes

Officer Sarah Barnes was honored by Mayor Matt Santini. The last call for Officer 189 was played in the Council Chambers.

II. Regular Agenda

A. Proclamations

1. Cartersville High School Football

Mayor Santini honored the Cartersville High School Seniors on the football team with a proclamation.

B. Council Meeting Minutes

1. January 16, 2020 City Council Minutes

A motion to approve the January 16, 2020 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

C. Appointments

1. Development Authority of Cartersville

Tamara Brock, City Manager stated Howard Smith's term on the Development Authority of Cartersville will expire on March 20, 2020. He is willing to serve another term if reappointed and his new term will expire March 20, 2024.

Motion to approve Howard Smith's appointment was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

2. Etowah Area Consolidated Housing Authority

Mrs. Brock stated Valerie Gilreath has agreed to serve on the Etowah Area Consolidated Housing Authority to fill Greg Frisbee's unexpired term. Ms. Gilreath is also being appointed to fill the new term which will begin April 1, 2020 and end April 1, 2025.

Motion to approve Valerie Gilreath was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

3. Cartersville Building Authority

Mrs. Brock stated Sam Grove has resigned from the Cartersville Building Authority. Fritz Dent is willing to serve the remainder of his term which will expire May 15, 2022.

Motion to approve Fritz Dent was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

D. Resolutions

1. Joint Referendum Resolution for SPLOST

Keith Lovell, Assistant City Attorney stated the Bartow County Board of Education and the Cartersville School Board adopted a Joint Referendum Resolution calling for a referendum to reimpose a one percent sales and use tax for education purposes. Your approval in the calling for a referendum on May 19, 2020 has been requested so the qualified voters of Bartow County may determine whether or not a one percent sales and use tax should be reimposed upon the termination of the present one currently in effect.

A copy of the Joint Referendum Resolution for SPLOST can be located in the Clerk's office.

A motion to approve the Joint Referendum Resolution for SPLOST was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

E. Contracts/Agreements

1. **GDOT MOU Main St at CSX**

Tommy Sanders, Public Works Department Head stated this Memorandum of Understanding between GDOT and the City is for upgrades to the Main St Railroad crossing. GDOT is funding significant upgrades to the Railroad Signal equipment and is asking the City to agree to do some minor related construction work. We met with CSX and GDOT on site and based on this meeting recommend approval of this MOU.

The design phase will be next and construction should proceed about 1 year from now according to GDOT's consultant.

A motion to approve the GDOT MOU Main ST at CSX was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

2. **Termination of Contract**

Tom Gilliam, Parks and Recreation Department Head stated this a Resolution authorizing the termination of the agreement with Legends Sports Media, LLC as they have not performed any of the services required per the Agreement; and pursuant to paragraph 12(a) of the Agreement, either party may terminate the Agreement upon thirty (30) days written notice. CPRD is recommending that the thirty (30) day notice of termination be sent as required pursuant to paragraph 12(a) of the Agreement dated May 21, 2019, between the City of Cartersville, Georgia and Legends Sports Media, LLC.

A motion to approve the termination of the contract was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

RESOLUTION NO:_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE TERMINATION OF THE AGREEMENT WITH LEGENDS SPORTS MEDIA, LLC

WHEREAS, the Mayor and City Council approved the Legends Sports Media Sales Representative Agreement which was entered into by and between the City of Cartersville and Legends Sports Media, LLC dated May 21, 2019 (the "Agreement"); and

WHEREAS, to date, Legends Sports Media, LLC ("Legends") has not performed any services required per the Agreement; and

WHEREAS, pursuant to paragraph 12(a) of the Agreement, either party may terminate the Agreement upon thirty (30) days written notice; and

WHEREAS, the Parks and Recreation Director recommends to the Mayor and City Council that said termination notice be sent by the Parks and Recreation Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

The Mayor and City Council hereby approve of the termination of the Agreement dated May 21, 2019, between the City of Cartersville, Georgia and Legends Sports Media, LLC. Furthermore, the Parks and Recreation Director is hereby authorized and directed to send the thirty (30) day notice of termination as required pursuant to paragraph 12(a) of the Agreement dated May 21, 2019, between the City of Cartersville, Georgia and Legends Sports Media, LLC.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 20__.

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

3. Denan Media Company

Mr. Gilliam stated the Parks and Rec Department is requesting for Denan Media Company, LLC to generate sports advertisements to support the department's effort to replace the scoreboards on Fields 3 & 4 of the Cartersville Sports Complex. The City is granting Denan Media Company, LLC to sell, market, and deliver Sports Advertisements on these scoreboards. Also, Denan Media Company, LLC would be allowed to place indoor ad screens on the interior of facilities, static advertising boards for outdoor facilities and rectangular light pole flags inside Dellinger Park with CPRD flags interspersed. There will be no fees paid from the City for the scoreboards on Fields 3 & 4 at the Sports Complex or for any additional advertising materials etc. Per the agreement, Denan Media Company, LLC will keep 70% of the sale of advertising space in all park facilities as well as the two (2) scoreboards on Fields 3 & 4 at the Sports Complex. The City will receive net 30% of all revenue generated from the sale of the total advertising space. CPRD will have the right of first refusal on any and all potential advertisers.

Motion to approve Denan Media Company was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

F. Bid Award/Purchases

1. Two 10-ton HVAC Units

Mr. Gilliam stated Parks and Recreation is requesting to purchase HVAC Units through Meadows Heating & Air for the Gymnastics Center. A Request for Proposal was posted on December 4, 2019 for (2) 10-ton HVAC Units. We received 10 responses and chose Meadows Heating & Air based upon Carrier being a superior product to Daikin, according to reviews. Also, the contractor is local which is important regarding warranty work and maintenance of the units.

I recommend the purchase of these HVAC units from Meadows Heating & Air in the amount of \$13,622.00. This is a budgeted item.

Motion to approve the Two 10 – ton HVAC Units was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Four 5-Ton HVAC Units

Mr. Gilliam stated we are requesting to purchase HVAC Units through Meadows Heating & Air for the Aubrey Street Gymnasium. We posted a Request for Proposal on December 4, 2019 for (4) 5-ton HVAC Units. We received 11 responses and chose Meadows Heating & Air based upon Carrier being a superior product to Daikin, according to reviews. Also, the contractor is local which is important regarding warranty work and maintenance of the units.

I recommend the purchase of these HVAC units from Meadows Heating & Air in the amount of \$15,417.00.

Motion to approve the Four 5-Ton HVAC Units was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

Motion to add an item to the agenda was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

3. Removal of Cook Street Fuel Station Equipment

Dan Porta, Assistant City Manager stated the Garage Department has received proposals from three firms to remove the two 12,000 gallon unleaded and diesel tanks, fuel dispensers and underground piping. The total cost to remove this equipment and complete the required paperwork for the State is \$23,318 from MDDI out of Athens. I recommend approval of the proposal from MDDI.

Motion to approve the removal of Cooke Street Fuel Station Equipment was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

4. Bartow County Grant Writing Invoice

Mr. Porta stated the City has received our semi-annual invoice from Bartow County for our shared Grantwriting Department. I recommend approval of this invoice in the amount of

\$43,786.12.

Motion to approve the Bartow County Grant Writing Invoice was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

5. AutoMox Patching Software

This item was removed from the agenda.

6. Cherokee Truck Equipment Repair Invoice

Mr. Porta stated the Garage Department had to order a new main boom cylinder and tip boom extension cylinder for the Solid Waste Department's Claw Truck. The main boom cylinder has been repaired three times and could no longer be repaired and the tip boom extension was bent, so both items had to be replaced. I recommend approval of the invoice in the amount of \$5,933.41 to Cherokee Truck Equipment, LLC.

Motion to approve the Cherokee Truck Equipment Repair Invoice was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Added Item: Savoy Auto Museum Hwy 411 Bore/Material /Permit

Mayor Santini recused himself from this item, and Mayor Pro Tem Cooley took over.

Mr. Porta came forward and presented the invoice in the amount of \$19,292.00 to cover the Hwy 411 bore material and permit. It includes three 4" conduits for powers and two 1-1 ¼ conduits for commination. Payment of this invoice is recommended.

Council Member Fox made a motion to approve the agreement and the motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

Mayor Santini returned to the meeting.

7. Underground Crew Truck Replacements

Derek Hampton, Electric Department Head stated the Electric Department is requesting authorization to purchase 2 trucks to replace our 12-1/2 and 16-year old trucks. The trucks racked up extreme maintenance and repair costs this past year and are no longer reliable or financially viable. The newer trucks have the increased capability to better support the fleet of equipment we have purchased over the years since we've had the existing UG trucks.

The quote is a sole-sourced item from Altec for a not to exceed cost of \$145,000 each.

One truck was included in the current budget and the 2nd truck will be in the FY20-21 budget. Based on the expected 8 to 9-month delivery time, we are proposing to order both trucks simultaneously. This should allow the trucks to arrive in time to pay for one truck under the

current budget, and one truck under the upcoming budget. We will also benefit from a \$1,150 discount per truck if we order them simultaneously.

Motion to approve purchase of Underground Crew Truck Replacements was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

8. WPCP – Flygt Mixer Repair

Bob Jones, Water Department Head stated the ongoing Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has progressed to work on existing structures. All salvageable equipment from existing structures is returned to the City. Recently, another Flygt 4660 submersible mixer (the first was returned in December 2019) was removed. The mixer has been evaluated by Flygt and found to be salvageable. Flygt can rebuild the unit for \$12,209.00. A new unit costs \$30,557.00. This quote is approximately \$2,500 more than in December due to the need to replace the protective disc and additional bearing work.

I recommend approval of the rebuild proposal from Xylem/Flygt in the amount of \$12,209.00. This unit will serve as a spare for any of the other six (6) submersible units currently in use throughout the plant. This is a budgeted item.

Motion to approve the WPCP – Flygt Mixer Repair was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

9. WPCP Motor Control Center Maintenance

Mr. Jones stated the Water Pollution Control Plant (WPCP) has two main electrical buildings (North & South). Both buildings have multiple motor control centers (MCC) which act as breakers for each load (motor, lights, mixers, etc.). When attempting to cut power for construction related activities, a failure of multiple MCCs occurred. When we flipped the breaker to kill multiple loads, the power did not drop out. Power was interrupted by dropping the main power supply to the building which caused the loss of all treatment units powered from the South Electrical Building.

The root cause of the failures was a combination of corrosion, weak springs and improperly adjusted contacts in several MCC buckets. Electrical Testing, Inc. (ETI) was asked to provide a quote to service all MCC buckets (86) and line voltage breakers (6) in the plant that are not being replaced in the construction project. They have provided a quote for \$12,850.00.

The lack of ability to cut power in the South Electrical Building is causing problems with waste treatment during a construction induced black out. I would like to sole source this work to ETI as we need to get those MCCs working properly as fast as possible. Additionally, ETI has won this type of work repeatedly when we have bid in the past as in April 2019 when similar work was performed on other equipment at both the water and wastewater plants. The ETI charge at that time was less than half their competitors. We have never had an issue with their

work and they always adhere to their planned outage schedule. I recommend approval of the ETI quote in the amount of \$12,850.00.

Motion to approve the WPCP Motor Control Center Maintenance was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

10. Compact Excavator

Michael Hill, Gas Department Head stated the Gas System requested bids for a new compact excavator which will be used to help the department's growing needs in the new construction and maintenance area. We received bids from eight vendors that bid nine different machines. Of the nine machines, three met the required specifications. Of those three, I recommend accepting the lowest, which was Bobcat of Atlanta's bid of \$56,322.00. This is a budgeted item.

Motion to approve the Compact Excavator was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

11. Safeco Filter for Transco Station

Mr. Hill stated Safeco Filter Products Inc. is a sole source provider of the filter needed for the Transco Delivery Point meter station. I recommend approval of the purchase of this filter and additional components totaling \$6,487.00.

Motion to approve the Safeco Filter for the Transco Station was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

12. Repair of Emergency Power Generator for Public Safety Headquarters

Chief Scott Carter stated he respectfully requests permission to repair the emergency power generator for Public Safety Headquarters. There is a failure in the cooling system and it will not sustain operation for a period up 72 hours. The repair will be made by Nixon Power who is a sole source and maintains all of the generators within the City. The cost of this repair is \$6766.35. Your approval is recommended and appreciated.

Motion to approve the Repair of Emergency Power Generator for Public Safety Headquarters was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

G. Monthly Financial Statement

1. November 2019 Financial Report

Tom Rhinehart, Finance Department Head came forward and stated the financial report comparing November 2019 to November 2018.

After announcements a motion to adjourn the meeting was made by Council Member Roth and needing no second. Motion carried unanimously. Vote: 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Historic District Moratorium**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The attached resolution will extend the current moratorium on all new applications for renovations or improvements of any properties within the Cherokee-Cassville Historic District and the West End Historic District until July 6, 2020.
City Manager's Remarks:	Your approval of the continuation of the moratorium is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO: _____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, EXTENDING THE TEMPORARY MORATORIUM ON ALL NEW APPLICATIONS FOR RENOVATIONS OR IMPROVEMENTS OF ANY PROPERTIES WITHIN THE CHEROKEE-CASSVILLE HISTORIC DISTRICT AND THE WEST END HISTORIC DISTRICT**

WHEREAS, on August 15, 2019, the Mayor and City Council approved a resolution placing a moratorium on the Cherokee-Cassville Historic District and the West End Historic District for one hundred twenty days (120) days, being Resolution 20-19; and

WHEREAS, on November 7, 2019, the Mayor and City Council approved a resolution to extend the moratorium on the Cherokee-Cassville Historic District and the West End Historic District until March 6, 2020, being Resolution 26-19; and

WHEREAS, the Mayor and City Council have received the data, documents, and recommendations and compilations from the public, staff, and the Historic Preservation Committee as requested by Resolution 20-19; and

WHEREAS, after reviewing the submitted information, the Mayor and City Council are still evaluating the documents received, reviewing, and considering the information and issues, in order to determine which, if any, recommendations should be made to staff with regard to submitting ordinances for their consideration; and

WHEREAS, due to the anticipated scheduling of the work sessions, and regular scheduled meetings in January and February 2020, and the time needed to adopt any new proposed ordinances, it will be necessary to extend the moratorium; and

WHEREAS, the Mayor and City Council of the City of Cartersville have determined that it is in the best interest of the City of Cartersville, and promotes the general public welfare, health and happiness as well as the historical integrity of the Cherokee-Cassville Historic District and West End Historic District to extend the current one hundred twenty (120) day moratorium which expires on March 6, 2020 until July 8, 2020 on the issuance of demolition permits, application of variances to the Board of Zoning appeals, rezoning applications, and the application and appeal of the subdividing of any contributing property within said districts.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA, AS FOLLOWS:

1) Effective from the 6th day of March, 2020, the temporary moratorium currently in effect until March 6, 2020, is extended to July 6, 2020 for contributing properties as defined in City of Cartersville Code Section 4.25-33(a)3(a) located in the

Cherokee-Cassville Historic District and West End Historic District be extended to prohibit the following:

- a) issuance of drive cuts;
- b) issuance of demolition permits;
- c) filing of an application for variance from the building codes and fire codes of the City of Cartersville;
- d) filing of rezoning applications;
- e) application and approval of subdivision of property;
- f) application and approval of preliminary or final plat; and
- g) the following are exempt from the requirements of this temporary moratorium:
 - i) projects with an active land disturbance permit issued by the City of Cartersville prior to the date of the adoption of this moratorium;
 - ii) projects that have been granted variances or a zoning amendment prior to the date of adoption of this moratorium;
 - iii) projects for Bartow County, the City of Cartersville and/or the State of Georgia;
 - iv) projects for which building permits have been issued prior to the date of the adoption of this moratorium;
 - v) demolition permits for buildings declared to be unfit for human habitation by order of the City of Cartersville Municipal Court Judge; and
 - vi) properties that have been issued a preliminary plat prior to the date of adoption of this temporary moratorium.

The current moratorium remains in effect until March 6, 2020, and is hereby extended until July 6, 2020, but is subject to change by the Mayor and City Council.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THIS ____ day of _____, 2020.

/s/ _____
 Matthew J. Santini, Mayor
 City of Cartersville, Georgia

ATTEST:

/s/ _____
 Meredith Ulmer, City Clerk
 City of Cartersville, Georgia



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Food Truck Ordinance**

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	Based on questions and comments from the Mayor and Council, the City Attorney's office has prepared a "Mobile Retail Food Establishment" (FOOD TRUCK) ordinance. Said ordinance provides for definitions and standards for the operation of mobile retail food establishments. The Code Enforcement Office and City Fire Marshal's office have reviewed said ordinance, but Council may want to discuss or consider additional guidelines.
City Manager's Remarks:	This is the first reading of the food truck ordinance. You all may want to have a discussion on Thursday evening about additional guidelines and changes you want to see in the ordinance.
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 10 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. its amended by creating a new ARTICLE XIX. MOBILE RETAIL FOOD ESTABLISHMENTS as follows:

1.

ARTICLE XIX. MOBILE RETAIL FOOD ESTABLISHMENTS.

Sec. 10-606. - Definitions.

- A. Mobile retail food establishment shall mean a retail food establishment that reports to and operates from a commissary and is readily moveable, is a motorized wheeled vehicle, or a towed wheeled vehicle designed and equipped to serve food.
- B. Pushcart shall mean a non-self-propelled vehicle limited to serving commissary prepared or prepackaged food and non-potentially hazardous food, unless the equipment is commercially designed and approved to handle food preparation and service. Pushcarts shall not be required to comply with mobile vehicular safety requirements.
- C. Temporary retail food establishment, including pushcart, shall mean a retail food establishment, other than a licensed mobile retail food establishment, that is not intended to be permanent and that operates at a fixed location for a period of time of not more than 14 consecutive days in conjunction with a single event or celebration.

Sec. 10-607. - License required.

- A. It shall be unlawful for any person to sell, offer for sale, food of any type from a commissary, mobile retail food establishment, pushcart or temporary food establishment without a license first having been granted under this section, except for city sponsored events.
- B. An application for a license or a permit hereunder shall be submitted to the Planning and Development Department of the City of Cartersville setting forth all information required hereunder and in compliance with this ordinance. The business license manager may develop a form of application for the purpose of compliance with this article. The review process for said application shall be conducted in conformity with Cartersville Code Section 10-3 as now existing or as may be hereafter amended.

Sec. 10-608. - Prohibited conduct and requirements.

- A. The mobile retail food establishment shall not conduct business or operate under this article on the public right-of-way.
- B. The mobile retail food establishment shall not operate on any private property without the prior consent of the owners.
- C. The mobile retail food establishment shall maintain a \$1,000,000.00 liability policy. Proof of current liability insurance, issued by an insurance company licensed to do business in the state, protecting the licensee, the public and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration dated without 30 days' advanced written notice to the city.
- D. The mobile retail food establishment shall not emit sounds, outcry, speaker, amplifier or announcements while traveling on the public rights-of-way.
- E. The mobile retail food establishment shall maintain all state licenses and follow all laws of the state and county health departments.
- F. The license under which a mobile retail food establishment is operating must be firmly attached and visible on the mobile retail food establishment or pushcart at all times.
- G. The Planning and Development Department and the Cartersville Police Department shall make such investigation of each applicant for a permit as in the Planning and Development Department and Cartersville Police Department's judgment may be appropriate. The Cartersville Police Department shall require the applicant to be fingerprinted and photographed. One copy of such photograph shall be permanently attached to the license required to be displayed.
- H. No permit shall be issued to or held by any person unless that person is satisfactory with respect to character and record. In making a determination as to good moral character the Planning and Development Department and the Cartersville Police Department shall consider whether or not the applicant has, at some time prior to the filing of the application, been convicted of a felony or other offense involving moral turpitude, and pertinent circumstances connected with such conviction.
- I. In addition to the grounds shown in Chapter 10 of this Code, the Cartersville Police Department may refuse to issue any permit to any applicant whose record shows one or more convictions for an alcohol related offense within the previous 12-month period or a drug related offense within the previous 36-month period or a pattern of convictions for traffic violations.
- J. The following requirements shall be applicable to all mobile retail food establishments and temporary retail food establishment:
 - 1. The premises where such temporary business is located shall be kept in a clean and sanitary condition.
 - 2. The vendor shall have sufficient parking on the premises to provide parking for the customers and must not allow parking on the streets or adjoining property.

3. The vendor shall meet all the requirements and conditions of the Zoning Code of Cartersville, Georgia.
 4. The vendor's tent and/or mobile retail food establishment shall comply with the fire code provisions.
 5. The vendor shall not be located within any public right-of-way.
 6. The vendor may not sell any goods or services by means of any outcry, sound, speaker or amplifier of any kind.
 7. The vendor shall possess any and all other occupation tax certificates required by federal, state or county law.
- K. No sale or offer for sale shall be made by any licensee between 11:00 p.m. and 6:30 a.m.
- L. No sale or offer for sale of ice cream, frozen milk, frozen dairy or ice confection products shall be made from a mobile retail food establishment unless each side of the vehicle is marked, in letters and numbers at least three inches in height, with the name and address of the mobile retail food establishment licensee.
- M. The mobile retail food establishment shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain any and all licenses required by any other health, organization or governmental organization having jurisdiction over this subject matter.
- N. The following safety regulations shall apply to any and all vehicles operating under this article or used for mobile retail food establishments:
1. Every vehicle shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.
 2. Every vehicle shall be equipped with two rear-vision mirrors, one at each side, firmly attached to the outside of the motor vehicle, and so located as to reflect to the driver a view of the highway to the rear, along both sides of the vehicle.
- O. The mobile retail food establishment shall sell food and beverage items only.
- P. The mobile retain food establishment shall not be parked overnight on a residentially zoned or used property unless parked in a fully enclosed garage.
- Q. Food preparation for a mobile retain food establishment shall not be allowed on a residentially zoned or used property.
- R. The mobile retail food establishment prior to the issuance of a permit and during its operation, shall comply with all applicable fire codes.
- S. All grease and food preparation related by-products must be disposed of in an appropriate manner as required by federal, state, and city laws, regulations, and ordinances. Additionally, a log for six (6) months must be kept detailing the date, time, and location of disposal of grease and food preparation related by-products.
- T. No alcoholic beverages may be provided or sold from a mobile retail food establishment.

Sec. 10-609. - Indemnity.

As part of the permitting process set forth herein, any person or entity receiving a permit set forth herein shall execute an indemnity agreement indemnifying and releasing the City of Cartersville, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever.

Sec. 10-610 - Appeals.

Appeals from the grant or denial of a license shall be filed and processed in accordance with the procedures set forth in Cartersville Code Section 10-4 as now existing or as may be hereafter amended.

Sec. 10-611. - Revocation and suspension.

The city shall have the right to revoke or suspend any license granted hereunder in accordance with the procedures set forth in Cartersville Code Sec. 10-4 as now existing or as may be hereafter amended and appeals from the revocation or suspension shall likewise be governed by that section.

Sec. 10-612 - Fee.

In addition to the occupation tax, every application for license under this section shall be accompanied by a nonrefundable processing fee of \$100.00.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
2/20/2020 7:00:00 PM
T20-01 HPC Design Standard Revisions

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	This amendment addresses concerns expressed by City Council and the HPC regarding conflicts, vagueness and inconsistencies in the HPC ordinance and design guidelines. The revisions are intended to define what is a requirement versus recommendation; eliminate or clarify confusing text or references; provide clearer direction and instruction to property owners; and, clearly state what preservation actions are allowed, or not allowed, improving HPCs ability to enforce or vary a requirement.
City Manager's Remarks:	These are design standard revisions relative to HPC. This is the first 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 9.25 – HISTORIC PRESERVATION. ARTICLE III. HISTORIC DISTRICTS is hereby amended by deleting Sections 9.25-36 and 9.25-37 in their entirety and replacing them as follows:

1.

Section 9.25-36 – Design Standards

- (a) *Identification of design standards:* Concurrent with, or immediately following, the designation of any historic district, site, object, building, structure, or work of art, the historic preservation commission shall recommend to the city council a set of "design standards." The standards are intended to identify the characteristic features of the designation that will be used in determining the compatibility of new construction or alteration of size, location, materials, style, rhythm, and any other quality deemed by the historic preservation commission to contribute to the character of the historic property. Standards will be used in evaluating the appropriateness of a project for both contributing and non-contributing properties and structures.
- (b) Procedure for adoption of design standards. The historic preservation commission shall draft and recommend the proposed design standards or amendments to the standards, to the city council at a public hearing. Adoption of the standards or revisions to the standards by the city council may only be considered after the historic preservation commission's recommendation and following a public hearing as follows: The city council shall hold a public hearing on the adoption of the design standards or revisions to the standards. Notice of the hearing shall be published in at least three (3) consecutive issues in the legal organ newspaper within Cartersville, Georgia. All such notices shall be published not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing.
- (c) Concurrent action: The historic preservation commission may recommend, and the city council may consider and adopt, the design standards or revisions to the standards at the same public hearing and/or meeting as the designation of the corresponding historic district or historic property. The legal notices for the guidelines and designated area(s) may be combined into one notice if the hearings are to be combined.

2.

Sec. 9.25-37 - Definitions.

Certificate of Preservation. A document representing approval by the historic preservation commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district. This is also

referred to as a certificate of appropriateness in O.C.G.A. 44-10-20 et seq. and the terms are interchangeable under the ordinance.

Design Guideline. A Design Guideline, or Guideline, is hereby defined as a recommendation by the Historic Preservation Commission that adheres to traditional and commonly recognized historic preservation practices. A guideline is not a requirement.

Design Standard. A Design Standard, or Standard, is hereby defined as a design requirement for a Certificate of Preservation but may be varied or deemed not applicable by the Historic Preservation Commission.

Exterior architectural features. The architectural style, general design and arrangement of the exterior of a building or other structure, including, but not limited to building material and the type and style of windows, doors, signs, and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

Exterior environmental and, features; landscape features. All those aspects of the landscape or the development of a site which affect the historical character of the property, i.e., walls, fences, paving, walks, drives, etc., but not plants, trees, or flowers of any kind.

Historic: For the purposes of historic preservation, a historic structure is one that is 50 years of age or older. A historic structure may be contributing or non-contributing.

Historic district. A geographically definable area which contains structures, buildings, objects, sites, works of art, or a combination thereof which exhibit a special historical, architectural, or environmental character as designated by the Commission.

Historic property. An individual building, structure, site, object, or work of art which exhibits a special historical or architectural character as designated by the Commission.

Material change in appearance. A change that will affect either the exterior architectural or environmental features of a historic property or any buildings, structure site, object, landscape feature or work of art within a historic district, such as:

- (1) A reconstruction or alteration of the size, shape, or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details, or elements;
- (2) Demolition or relocation of a historic structure;
- (3) Commencement of excavation for construction purposes;
- (4) A change in the location or design of advertising visible from the public right-of-way on any historic property; or
- (5) The erection, alteration, restoration, or removal of any building, structure, object, or work of art within a historic property, including walls, fences, steps, and pavements or other appurtenant features.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

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 9.25 – HISTORIC PRESERVATION. ARTICLE III. HISTORIC DISTRICTS, SECTION 9.25-52 DOWNTOWN BUSINESS HISTORIC DISTRICT, PARAGRAPH (d) is hereby amended by deleting section (d) in its entirety and replacing it as follows:

1.

(d) Design standards. The following design standards are adopted for the Downtown Business Historic District:

CARTERSVILLE HISTORIC PRESERVATION COMMISSION
DOWNTOWN BUSINESS HISTORIC DISTRICT

GENERAL STANDARDS

INTRODUCTION

The following Downtown Business Historic District Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the *U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties*, latest edition, for guidance.

Preservation of character-defining elements of historic buildings is a priority, and alterations and repairs should accurately represent the historic qualities of the buildings. Original documentation shall be used for restoration work, if available. Where original documentation is unavailable, interpretations of similar elements that occurred in the area may be considered.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and as such shall not be considered by the Commission in reviewing said applications.

PART 1- EXISTING STRUCTURES:

1

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1. *Changes in use:*

A change in use is not regulated, but every reasonable effort should be made to provide a compatible use for the building that will require minimal alteration to the building and its site.

2. *Original design character:*

Adhere to the original design character of the building. Analyze the building to determine which elements are essential to its character. Do not alter the structures' facade to make it appear newer or older than it actually is. The historic character of the Downtown Business Historic District should be expressed.

3. *Historical Changes:*

Preserve older alterations that have achieved historic significance. An example is an addition or entryway that was added to the original building early in its history. More recent alterations that are not historically significant may be removed.

4. *Plan and implement strategies:*

- A. Evaluate the historic property and create a plan for implementing strategies for preservation, rehabilitation, restoration, reconstruction, alterations to the exterior, and additions.
- B. Rehabilitation work shall not destroy the distinguishing character of the structure. Match the original material when feasible. Alternative materials shall be considered by the Commission. Deteriorated architectural features shall be repaired, rather than replaced, whenever possible. Patch, piece-in, splice, consolidate, or otherwise upgrade the existing material using recognized preservation methods whenever possible. Alternative materials shall be considered by the Commission.
- C. Replacement of missing architectural elements shall be based on accurate duplications of original features. In the event replacement is necessary, the new material shall match that being replaced in design, color, texture, and other physical qualities. The design shall be substantiated by physical or pictorial evidence.
- D. Where reconstruction of an element is impossible because of lack of historical evidence, a new design that relates to the building in general size, scale and material shall be considered using design elements that reflect the building's style.
- E. During repair or rehabilitation, protect and maintain historic features that survive in generally good condition. Treatments include rust removal, caulking, sealing and repainting. Original materials and details that contribute to the historic significance of the structure shall be preserved.
- F. When disassembly of a historic element is necessary for its rehabilitation, one shall use methods that minimize damage to the original materials. Devise methods of replacing the disassembled materials in their original configuration.

5. *Roofs:*

- A. Preserve original pitch and shape of the roof forms where they contribute to the historic character of the building. Replace existing roof materials with the same type of material where it is visible from the street unless an alternative material is approved by the Commission. Rooftop mechanical systems, satellite dishes, and similar devices shall be unobtrusive and located out of public view unless approved by the Commission.
 - B. Maintain historic chimneys.
 - C. Do not remove ornamental roof features.
 - D. Do not use shingled, mansard roofs.
6. *Cornices:*
- A. A cornice is the decorative strip along the top of most historic commercial buildings. It caps off the facade physically and visually. Cornices are usually constructed of brick, wood, cast iron, or sheet metal, and occasionally, the horizontal supporting beam acts as a cornice.
 - B. Original cornices shall be preserved. Damaged cornices shall be repaired without disturbing the rest of the cornice, using like materials, unless an alternative material is approved by the Commission.
7. *Upper Fronts:*
- A. The upper front of a building is the section of the facade above the main storefront. Do not fill in upper window openings.
 - B. A second story addition shall maintain the historical architecture of the building. The addition of a front porch or balcony where none existed previously is prohibited unless approved by Commission.
8. *Facades:*
- A. The basic commercial facade consists of two (2) main parts: the storefront and entrance with display windows; and the upper front, usually with regularly spaced windows and a cornice. The storefront and upper front are visually important.
 - B. The elements of the facade shall be retained as closely as possible to those of the original structure, using existing original materials unless an alternative material is approved by the Commission.
 - C. If parts of the facade are missing, design and reconstruction shall be based on historical, pictorial, or physical documentation. When documentation is unavailable, a new design for a missing element shall be compatible with the size, scale, and material of the historic building.
9. *Exterior walls:*

- A. Painting, sealing or applying other types of coatings to unpainted masonry is prohibited without Commission approval. One shall not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials. When repointing brick or other masonry walls, one shall use a historic mortar mix (softer than modern mixes), matching the original mortar joints.
- B. Maintain historic exterior materials. As part of a renovation, repair damaged exterior materials with like materials only in the area of damage. One shall not use imitation or faux brick, stone, wood siding, metal siding or aggregates on the building façade unless approved by the Commission.
- C. Maintain historic exterior materials. As part of maintenance, repair damaged exterior materials with like materials only in the area of damage. One shall not use imitation or faux brick, stone, wood siding, metal siding or aggregates on the building façade unless approved by the Commission.

10. Storefronts

- A. Common historic storefront design consists of large, thinly framed windows and a recessed entrance. Frequently, there is a cornice at the top of the storefront to separate it from the upper facade, and low bulkheads at the base of the storefront to protect the windows and define the entrance.
- B. Historic storefronts shall be repaired rather than replaced or covered. Retain historic elements, such as bulkheads or cast iron columns. Storefronts can consist of a variety of materials similar to those of the rest of the building. If replacement of elements is required, new materials shall match the original in placement, composition, design, texture and other visual qualities. The frame can be wood, cast iron, or anodized aluminum. Bulkheads are generally wood panels, aluminum-clad plywood, polished stone, glass, or tile.
- C. Where the original storefront no longer exists, replacement shall be based on historical research, physical or pictorial evidence, and be compatible with nearby historic buildings. One shall not extend the storefront out of its place in the facade. It should be in the same plane as the upper facade and shall not extend beyond the original opening.
- D. One shall retain transom windows, reopening previously covered transoms whenever possible. One shall not enclose, replace the window type, cover, or install air conditioning units in transom windows.

11. Exterior details

- A. Details can be some of the most striking elements of a building's facade. Since the design and size of many commercial buildings are quite similar, their unique decorations should be noted and preserved.
- B. Subtle wood details, such as window moldings, shall be retained. One shall not add architectural details where none existed before, such as colonial doors, small windowpanes, or storefront shutters unless approved by the Commission.

- C. Decorative tile and structural, pigmented, beveled, stained, leaded or etched glass contributing to the original historic value of the structure shall be retained.
- D. All decorative terra cotta and all forms of brick work and stonework shall be repaired and maintained. Historic cast iron and sheet metal decorations, common on many nineteenth century buildings, shall be preserved.

12. Windows--- Storefront:

- A. Retain large display windows characteristic of commercial buildings in their original size, shape, and proportions. Preserve original window components, replacing only damaged portions. When replacing glass or restoring windows, retain the original configuration, size and shape of the storefront opening.
- B. Display windows shall use clear glass only; transom windows can be clear, tinted or stained. Neither shall have dividing mullions.
- C. Restore previously enclosed display windows when the original design is documented.
- D. One shall not fill in window spaces or add storm windows which obscure the historic windows. If dropped ceilings cover part of the window openings, have the drop setback so the entire window space appears open from the outside. One shall not add decorative exterior shutters that do not fit the windows.

13. Windows--- Upper front

- A. Existing windows shall be repaired unless an alternative is approved by the Commission. If required, replacement windows shall fill the entire opening and match the original windows in material, configuration, and style. If an aluminum frame is used, it shall be painted to match the remaining windows. Storm windows shall be either mounted inside or painted to match the window sash.
- B. Upper story windows help tie together all the facades on a street. They give a building the appearance of vitality and shall not be filled in or covered.

14. Awnings and canopies

- A. The canvas awning was an important design element common in the traditional storefront. Awnings shelter passersby, reduce glare, and conserve energy by controlling the amount of sunlight that hits the store windows. Movable awnings can be retracted allowing the sun to shine into a building in the winter and can be extended to shade the storefront from summer heat. Awnings can also effectively and tactfully disguise inappropriate storefront alterations.
- B. There are a variety of materials for awnings, including canvas, vinyl-coated canvas, and carillon, a synthetic material. Standard street-level awnings shall be mounted between the display windows and the first-floor cornice or sign panel with the valance about seven (7) feet above the sidewalk. They shall reinforce the frame of

the storefront without covering up the side piers, and shall project four (4) to seven (7) feet from the building. A twelve-inch valance flap is usually attached at the awning bar and can serve as a sign panel.

- C. Canopies that are intact and are an integral part of the building shall be preserved. For smaller canopies one may consider the addition of a canvas over the rails, and a twelve- to twenty-four-inch skirt along the front and sides.

Guidelines:

Since the average life of an awning is between four (4) and seven (7) years, the only records of authentic awnings are old photographs or renderings, unless awnings have been maintained regularly through the years. Reference old photographs to determine an awning appropriate for a building. An awning can bring attention to a building, but care should be given to its design. Consider how it will appear in relation to the scale of a building to others on the street. An appropriately designed and placed awning can save money, identify a storefront, and create a pleasant sidewalk experience.

15. Entrances and doors:

- A. Retain original recessed entries where they exist. Use building symmetry to suggest location, preferably recessed and canted. Retain tiled entryway floors. On upper levels, maintain historic door placements. One shall not add new entrances to secondary levels on the facade.
- B. Entrance doors on historic commercial buildings usually have a large, clear glass panel and are made of wood, steel, or aluminum. Replacement doors shall resemble the original in design, materials, size and proportions.
- C. Retain doors, hardware, trim and the original number of doors and their original locations. One shall not install unfinished aluminum doors or residential doors. One shall not add transom or sidelight windows where none existed previously.

16. Building additions:

- A. Design an addition to be compatible with the historic building in mass, form, materials, and relationship of solid surfaces to windows and doors in the exterior walls, yet make the addition discernible from the original.
- B. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
- C. Construct new additions so that there is the least possible loss of historic fabric and that the character-defining features of the historic building are not destroyed, damaged, or obscured.
- D. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.

- E. Locate a new addition to the rear of the structure or behind the front façade.
- F. New parking lots shall be located to the side or rear of a structure unless an alternate location is approved by the Commission.

PART TWO- NEW BUILDING CONSTRUCTION

1. *Building form and scale:*

- A. Any new building constructed in the Downtown Business Historic District will make a significant visual impact on the streetscape. It is important to consider the character and scale of the surroundings and adjacent buildings to insure the new structure will be compatible. New buildings shall appear similar in mass and scale to historic structures in the area. Use building forms and roof forms that match those used historically.
- B. Building height shall be comparable to adjacent structures. Where new building facades will be wider than those found traditionally, subdivide the surface into proportions similar in scale to historic facades by varying setback, roof forms, and materials. New construction shall be sensitive to the size, scale, proportion, material, shape, texture, and rhythm of its neighbors.

2. *Reconstruction*

- A. Infill designs should not attempt to duplicate the period and style of the adjacent buildings, or try to look "old" by using period proportions and materials. The designs should complement the buildings in the area but represent the style of the period in which it is built.
- B. Reconstruction may be considered as a treatment when: 1) a contemporary depiction is required to understand and interpret a property's historic value, (2) no other property with the same associative value has survived; and, 3) when sufficient historical documentation exists to ensure an accurate reproduction.

3. *Building orientation and site placement*

- A. New buildings will respect the placement of nearby historic buildings by being placed at a setback equal to that of nearby similar historic buildings or similar buildings within the district. It is required to align new buildings with the established setbacks of the area. Nontraditional lots can be given special consideration by the HPC.
- B. Buildings with party walls, such as those along Wall Street, Main Street, Public Square, and East Church Street (under the bridge) shall maintain zero lot line placement. New buildings on these streets will not have side setbacks, but will use party walls.

4. *Entrance orientation*

New construction will face the same street as nearby similar buildings. Respect traditional designs used for building entrances of similar buildings in the district, using, for example, a recessed entrance where appropriate.

5. *Windows*

The size and proportion of window and door openings of a building shall be similar to those on surrounding facades. The same applies to the ratio of window area to solid wall for the facade as a whole. Maintain the rhythm of the surrounding windows.

6. *Materials*

- A. Use building materials that are similar to those employed historically for all major surfaces. Brick, stone and terra cotta may be used in unlimited quantities.
- B. Wood may be used on the first story (store-front level) for architectural elements such as pilasters, cornices, decorative raised panels, etc., but wood shall not be used as a general siding material.
- C. Concrete and precast concrete use is limited to architectural elements such as window hoods, cornices, columns and capitals. Glazed block or ceramic tile may be used as accent material only.
- D. Prohibited materials on building facades include metal, aluminum, or vinyl siding and preformed panels, or porcelain or baked enamel metal panels. Other materials may be used if their appearances are similar to those of historic building materials.

7. *Plant beds and plantings*

The goal is to beautify the district and make it more pleasant for pedestrian traffic. Locate plantings in traditional areas of the site, such as along fences, walks, and foundations. Well-maintained concrete planters that harmonize with nearby buildings and existing streetscape are recommended.

8. *Walls and fences*

- A. The goal is to maintain the pattern of existing fencing in the Downtown Business Historic District and to use fencing and walls to screen parking and storage areas. Maintain traditional fence lines or dominant fence lines in the vicinity. New fence and wall designs shall be appropriate for the primary structure and reinforce the pedestrian scale instead of forming barriers or exclusionary walls.
- B. Privacy fences shall not be placed flush with the facade of a building.
- C. New fences should limit their impact by being placed behind the rear elevation and by using traditional materials, such as wood. Any obtrusive fence shall be further screened from public view by evergreen vegetation or a second traditional fence.

9. *Pavement*

Historic walks and drives shall be repaired rather than replaced. If replacement is required, new materials shall match the original in placement, composition, design, texture and other visual qualities as determined by the Commission.

10. *Parking lots*

- A. Parking lots shall not be allowed in the front yard. Side or rear locations are required. Plan parking lots to be subdivided into small components so that the visual

impact of large paved areas is reduced. Include islands of plantings in the interior of lots, and provide planting buffers at the edges of parking lots.

- B. If walls are required to screen parking lots, then they shall be constructed at a height that screens parked vehicles. The facade line of nearby historic buildings shall be maintained. Traditional materials, such as brick, shall be used.

11. Service areas and equipment:

Screen service equipment and trash containers from public view. The visual impact of mechanical and electrical equipment shall be minimized. (See also walls and fences).

12. Signs

- A. Signs shall be subordinate to the architecture and overall character throughout the district. Sign materials shall be compatible with the building materials. The types and sizes of signs allowed are defined in the sign ordinance of the City of Cartersville.
- B. Position flush-mounted signs so they will fit within architectural features. Locate flush signs so they do not extend beyond the outer edges of the building front. Avoid obscuring ornament and detail.
- C. Locate projecting signs along the first floor level of the facade. Positions near the building's entrance are encouraged. Locate pole-mounted signs in landscaped areas.
- D. Where several businesses share a building, coordinate the signs. Align several smaller signs, or group them onto a single panel. Use similar forms or backgrounds for the signs to visually tie them together.

13. Additions:

- A. New additions shall not obscure or confuse the essential form and character of the original building. Exteriors shall be compatible with the size, scale, material, and character of the main building and its environment.
- B. New additions shall not be allowed that would hinder the ability to interpret the design character of the historic period of the district. Site additions back from the building front so they will not alter the historic rhythm of building fronts.
- C. When locating additions to historic buildings, maintain the pattern created by the repetition of building fronts in the area. Locate additions so they will not obscure or damage significant ornamentation or detail. Special moldings, decorative windows, or dormers shall be preserved. Generally, additions shall be sited to the side or rear of the original structure.

14. Demolition:

- A. Before demolition, one shall submit a site plan to the Commission for review that illustrates the proposed site development or plantings to follow demolition.
- B. During and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.

- C. After demolition, clear the site promptly and thoroughly. Plant or develop the site promptly as approved in the proposed site plan.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MEREDITH ULMER, CITY CLERK

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 9.25 – HISTORIC PRESERVATION. ARTICLE III. HISTORIC DISTRICTS, SECTION 9.25-53, OLDE TOWN HISTORIC DISTRICT, PARAGRAPH (d) is hereby amended by deleting section (d) in its entirety and replacing it as follows:

1.

(d) Design standards. The following design standards are adopted for the Olde Town Historic District:

DESIGN STANDARDS FOR STRUCTURES
CONTRIBUTING TO THE RESIDENTIAL HISTORIC DISTRICTS

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.
2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development

Department to confirm that the proposed changes comply with the city building code and development regulations.

3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE- MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES

A. Wood:

1. Repair historic wooden features using the recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 2. If replacement of a deteriorated detail or element of a wooden feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials only if using the original material is not feasible.
 3. If replacement of an entire wooden feature is necessary, replace it in kind, matching the original in design, dimension, detail, and texture. Use compatible substitute materials only if using the original material is not feasible.
 4. If a wooden feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, material, and texture with the historic building and district.
 5. One shall not clean wooden features and surfaces with destructive methods such as sandblasting, power washing, and using propane or butane torches. Clean using gentle methods such as low-pressure washing with detergents and natural bristle brushes. Chemical strippers can be used only if gentler methods are ineffective.
 6. One shall not strip historically painted surfaces down to bare wood and apply clean stains or finishes to create a natural wood appearance.
 7. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
 8. One shall not replace or cover wooden siding, trim, or window sashes with contemporary substitute materials such as aluminum, masonite or vinyl without approval from the Commission. However, in order to maintain continuity, material for additions[RS1], as well as out buildings, shall closely match the house.
 9. One shall not introduce wooden features or details to a historic building [to] [RS2]create a false historic appearance.
 10. Preserve wooden features that contribute to the overall historic character of a building and site, including such functional and decorative elements as siding, shingles, cornices, architrave, brackets, pediments, columns, balustrades, and architectural trim.

11. During rehabilitation and/or repair [which requires a Certificate of Preservation][RS3], the following standards shall be observed.
 - a. When retaining and cleaning painted surfaces, it is required that the gentlest means possible be used. It is further required that historic structures be painted only when the paint film is damaged or deteriorated.
 - b. Protect and maintain wooden surfaces and features through appropriate methods. Inspect for and repair signs of moisture damage, mildew, and fungal or insect infestation. Keep wooden joints properly sealed or caulked to prevent moisture infiltration.
 - c. Treat traditionally unpainted, exposed wooden features with chemical preservatives to prevent or slow their decay and deterioration.
 - d. Retain protective surface coatings, such as paint, to prevent damage from ultraviolet light and moisture.

B. *Masonry:*

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. One shall not paint, coat, or waterproof unpainted masonry surfaces. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.

10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.
 - c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
 - d. Repaint painted masonry surfaces when needed.
 - e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

C. Architectural metals:

1. Retain and preserve architectural metal features that contribute to the overall historic character of a building and a site, including such functional and decorative elements as roofing, flashing, cornices, railings, hardware, casement windows, and fences.
2. Retain and preserve architectural metals, such as copper, tin, brass, cast iron, wrought iron, lead, and terneplate, which contribute to the overall historic character of the district.
3. If replacement of deteriorated detail or element of an architectural metal feature is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
4. If replacement of an entire architectural feature is necessary, replace it in kind, matching the original feature in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
5. If an architectural metal feature is completely missing, replace it with a new feature based on accurate documentation of the original design or a new design compatible in scale, size, and material with the historic building and district.
6. Repair deteriorating architectural metal features and surfaces using recognized preservation methods for splicing, patching, and reinforcing.
7. One shall not introduce architectural metal features or details to a historic building in an attempt to create a false historical appearance.
8. One shall not patch metal roofs or flashing with tar or asphalt products.
9. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. Protect and maintain architectural metal surfaces and features through appropriate methods:
 - 1. Inspect for signs of moisture damage, corrosion, structural failure or fatigue, galvanic action, and paint film failure.
 - 2. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces and collecting on decorative elements.
 - 3. Clear metal roofs and gutters of leaves and debris.
- b. Retain protective surface coatings, such as paint and lacquers, to prevent corrosion.
- c. Clean when necessary to remove corrosion or to prepare for recoating. Use the gentlest effective method.
- d. Repaint promptly when paint film deteriorates.
- e. Clean soft metals, including lead, tin, terneplate, and copper, with chemical solutions after pretesting them to ensure that they do not damage the metal surface. It is not appropriate to clean soft metal surfaces with destructive methods like grit blasting.
- f. Clean hard metals such as cast iron, wrought iron, and steel using the gentlest means possible. Consider low-pressure glass bead blasting only if hand scraping and wire brushing have been ineffective.

D. *Paint:*

- 1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
- 2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
- 3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
- 4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
- 5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 - 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 - 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 - 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.

4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.

b. Repaint previously painted surfaces with compatible paint.

E. *Roofs:*

1. Retain and preserve roofs and roof forms that contribute to the overall historic character of a building, including their functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, and cornices, unless approved by the Commission.
2. If replacement of a partially deteriorated roof feature is necessary, replace only the deteriorated portion in kind to match the original feature in design, dimension, detail, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
3. If full replacement of a deteriorated historic roofing material or feature is necessary, replace it in kind, matching the original in scale, detail, pattern, design, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If a roof feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, and material, with the historic building and district.
5. One shall not remove a roof feature that is important in defining the overall historic character of a building rather than repair and replace it.
6. If new gutters and downspouts are needed, install them so that no architectural features are lost or damaged. Retain the shape of traditional half-round gutters and downspouts if replacing them.
7. One shall not replace concealed, built-in gutter systems with exposed gutters.
8. One shall not introduce new roof features such as skylights, dormers, or vents if they will compromise the historic roof design, or damage character-defining roof materials or the character of the historic district.
9. One shall not install ventilators, solar collectors, antenna, skylights, or mechanical equipment in locations that compromise character defining roofs or on roof slopes prominently visible from the street.
10. One shall not install exposed tarpaper rolls as a finished roofing material or roofing tar as a replacement for valley flashing.
11. One shall not patch any roofing or flashing with tar or asphalt product.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the metal, wooden, and masonry elements of historic roofs through appropriate methods:
 1. Inspect for signs of deterioration and moisture penetration.
 2. Clean gutters and downspouts to ensure proper drainage.

3. Replace deteriorated flashing as necessary.
 4. Reapply appropriate protective coats to metal roofs as necessary.
 5. Maintain adequate ventilation of roof sheathing to prevent moisture damage.
 6. Ensure that roofing materials are adequately anchored to resist wind and water.
 7. Re-fasten loose (or replace damaged) shingles, slates, or tiles.
- b. Repair historic roofs and their distinctive features through recognized preservation methods for resetting or reinforcing.

F. *Exterior walls:*

1. Retain and preserve exterior walls that contribute to the overall historic form and character of a building, including their functional and decorative features, such as cornices, foundations, bays, quoins, arches, water tables, brackets, and entablatures.
2. Retain and preserve exterior wall materials that contribute to the overall historic character of a building, including brickwork, stucco, stone, wooden shingles, wooden siding, asbestos siding, and metal, wooden, or masonry trim work.
3. Repair exterior wall surfaces, details, and features using recognized preservation repair methods for the surface material or coating.
4. If the replacement of a deteriorated detail or element of an exterior wall is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original in design, dimension, detail, texture, pattern, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If replacement of an entire exterior wall or feature is necessary because of deterioration, replace it in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
6. If an exterior wall or feature is completely missing, replace it with a new wall or feature based on accurate documentation of the original or new design compatible with the historic character of the building and the district.
7. One shall not introduce new features such as window or door openings, bays, vents, balconies, or chimneys to character-defining exterior walls if this will compromise the architectural integrity of the building.
8. One shall not remove or cover any material detail associated with exterior walls, including decorative shingles, panels, brackets, bargeboards, and corner boards unless supported by historic documentation.
9. One shall not cover historic wall material, including wooden siding, wooden shingles, stucco, brick, and stonework, with coatings or contemporary substitute materials.
10. It is not appropriate to introduce features or details to an exterior wall that would create a false historical appearance.

G. *Driveways, walkways and off-street parking:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation the following standards shall be observed:
 - a. Driveways, walkways and off-street parking should be gravel, brick, concrete, or paved with appropriate textured asphalt.
 - b. Care should be taken not to injure nearby trees by intruding on the root areas.
 - c. Design new driveways, walkways to be compatible in location, spacing, configuration, and dimension with existing walkways and driveways that contribute to the overall historic character of the district.
 - d. One shall not locate new parking areas where they are visible from the street, or to significantly alter the proportion of built area to yard area.
 - e. One shall not locate parking where it will obstruct the principal structure.

H. *Lighting:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Lighting of walkways, driveways and off-street parking shall retain and preserve mechanically sound exterior fixtures that contribute to the overall historic character of a building, site or streetscape.
 - b. If replacing missing or deteriorated historical exterior fixtures, replace with fixtures that are similar in appearance, scale, and material to the original.
 - c. The introduction of indiscriminate permanent area lighting, illuminating facades of houses with harsh floodlight, or creating a runway effect with multiple footlights along front walks is not allowed unless approved by the Commission.

I. *Windows and doors:*

1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.

6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
10. One shall not use snap-in muntins to create false divided-light appearance.
11. One shall not replace clear glazing with tinted or opaque glazing.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.
 4. Reglaze sash as necessary to prevent moisture infiltration.
 5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
 - b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.
 - e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.

J. *Entrances, porches, and balconies:*

1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
6. One shall not enclose a front porch or balcony without approval from the Commission. 7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.
9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

K. *Utilities and energy retrofit:*

1. If a new mechanical system is needed, install it so that it causes the least amount of alteration to the building's exterior facades, historic building fabric, and site features.
2. Increase the thermal efficiency of historic buildings by observing appropriate traditional practices, such as weather stripping and caulking, and by introducing energy-efficient features, such as awnings, operable shutters, and storm windows and doors, where appropriate.
3. Retain and preserve the inherent energy-conserving features of historic buildings and their sites, including shade trees, porches, awnings, and operable windows, transoms, shutters, and blinds.
4. Locate portable window air-conditioning units on rear facades or inconspicuous side facades.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with existing meeting rails.
- b. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door or frame. Select storm doors with a painted, stained, or baked-enamel finished that is compatible with the existing door. Bare aluminum storm doors and storm windows are not appropriate.
- c. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.
- d. In general, the introduction of underground utility lines to reduce the intrusion of additional overhead lines and poles is encouraged. However, in trenching, take care to avoid archaeological resources and the roots of trees.

L. *Accessibility, health, and safety considerations:*

1. In considering changes to a historic building, review accessibility and life safety code implications to determine if the proposed change is compatible with the building's historic character and setting or will compromise them.
2. Meet accessibility and life-safety building code requirements in such a way that the historic building's character-defining facades, features, and finishes are preserved.
3. Determine appropriate solutions to accessibility with input from the Commission, historic preservation specialists and local disability groups.
4. Introduce new or additional means of access that are reversible and that do not compromise the original design of a historic entrance or porch.
5. Work with code officials to explore alternative methods of equal or superior effectiveness in meeting safety code requirements while preserving significant historic features.
6. Locate fire doors, exterior fire stairs, or elevator additions on side or rear facades. Design such elements to be compatible in character, materials, scale, proportion, and finish with the historic building.

M. *Aesthetic recommendations:*

1. Survey in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
2. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip lines of trees.
3. Limit the size and scale of an addition in relationship to the historic building so that it does not diminish or visually overpower the building.

PART TWO- ADDITIONS AND NEW BUILDING CONSTRUCTION

A. Additions to historic buildings:

1. Design an addition to be compatible with the historic building in mass, materials, and relationship of solids to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. One shall not construct an addition that significantly changes the proportion of built mass to open space on the individual site.
4. Construct new additions so that there is the least possible loss of historic fabric and so that the character-defining features of the historic building are not destroyed, damaged, or obscured.
5. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and view are retained.
6. Locate a new addition on an inconspicuous elevation of the historic building, usually the rear one.

B. New Building Construction:

1. New site construction shall be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of orientation, and distance from adjacent buildings.
2. Design new construction so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.
3. Evaluate in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
4. Design new buildings to be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of height, form, size, scale, massing, proportion, and roof shape.
5. Design the proportion of the proposed new building's front facade to be compatible with the front facade proportion of surrounding buildings.
6. Design the spacing, placement, scale, orientation, proportion, and size of window and door openings in proposed new construction to be compatible with surrounding buildings that contribute to the special character of the historic district.
7. Select windows and doors for proposed new building that are compatible in material, subdivision, proportion, pattern, and detail with the windows and the doors of surrounding buildings that contribute to the special character of the historic district.
8. Select materials and finishes for proposed new buildings that are compatible with historic materials and finishes found in surrounding buildings that contribute to the special character of the historic district in terms of composition, scale, module, pattern, detail, texture, finish and sheen.

9. Design new buildings so that they are compatible with, but discernible from, historic buildings in the district.

Recommendations:

1. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip line of trees.

PART THREE- RELOCATION OF STRUCTURES

1. Before moving a historic structure, document its original setting and context. Use photographs, site plans, or other graphic or written statements to record existing site conditions.
2. Enlist contractors experienced in moving historic buildings to do the following:
 - a. Determine the structural condition of the property before the move.
 - b. Coordinate the move with the utility companies and appropriate city departments.
 - c. Protect the structure from vandalism or weather damage before, during and after the move.
 - d. Minimize structural damage during the move.
3. Relocate a structure within the historic district only if it is determined to be architecturally compatible with the adjacent buildings according to the guidelines for new construction.
4. Relocate a structure on a site within a historic district according to new construction guidelines for siting, orientation, plantings, and other pertinent aspects of site and setting.
5. Ensure that the relocation of a structure will not diminish or damage existing historic district buildings or the overall character of the district. Pay particular attention to the tree canopy along the route of the move.
6. Provide the HPC with site plan information for the proposed site features and plantings of the new setting, including information on accessory buildings, driveways, site lighting, and parking areas.
7. If the original site of the structure to be relocated is within a historic district, before the move, submit to the Commission a site plan for proposed site features and plantings of the original site after the relocation.
8. Protect significant site features of the original site, the new site, and the route of the move during relocation.

PART FOUR- DEMOLITION

1. Before demolition, submit a site plan to the Commission illustrating proposed site development or plantings to follow demolition.
2. During demolition, ensure the safety of any adjacent properties and historic resources. Also, during and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.
3. After demolition, clear the site promptly and thoroughly.
4. After demolition, plant or develop the site promptly as approved in the proposed site plan.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MEREDITH ULMER, CITY CLERK

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 9.25 – HISTORIC PRESERVATION. ARTICLE III. HISTORIC DISTRICTS, SECTION 9.25-54, WEST END HISTORIC DISTRICT, PARAGRAPH (d) is hereby amended by deleting section (d) in its entirety and replacing it as follows:

1.

(d) Design standards. The following design standards are adopted for the West End Historic District:

DESIGN STANDARDS FOR STRUCTURES
CONTRIBUTING TO THE RESIDENTIAL HISTORIC DISTRICTS

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.
2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development

Department to confirm that the proposed changes comply with the city building code and development regulations.

3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE- MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES

A. Wood:

1. Repair historic wooden features using the recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 2. If replacement of a deteriorated detail or element of a wooden feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials only if using the original material is not feasible.
 3. If replacement of an entire wooden feature is necessary, replace it in kind, matching the original in design, dimension, detail, and texture. Use compatible substitute materials only if using the original material is not feasible.
 4. If a wooden feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, material, and texture with the historic building and district.
 5. One shall not clean wooden features and surfaces with destructive methods such as sandblasting, power washing, and using propane or butane torches. Clean using gentle methods such as low-pressure washing with detergents and natural bristle brushes. Chemical strippers can be used only if gentler methods are ineffective.
 6. One shall not strip historically painted surfaces down to bare wood and apply clean stains or finishes to create a natural wood appearance.
 7. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
 8. One shall not replace or cover wooden siding, trim, or window sashes with contemporary substitute materials such as aluminum, masonite or vinyl without approval from the Commission. However, in order to maintain continuity, material for additions[RS1], as well as out buildings, shall closely match the house.
 9. One shall not introduce wooden features or details to a historic building [to] [RS2]create a false historic appearance.
 10. Preserve wooden features that contribute to the overall historic character of a building and site, including such functional and decorative elements as siding, shingles, cornices, architrave, brackets, pediments, columns, balustrades, and architectural trim.

11. During rehabilitation and/or repair [which requires a Certificate of Preservation][RS3], the following standards shall be observed.
 - a. When retaining and cleaning painted surfaces, it is required that the gentlest means possible be used. It is further required that historic structures be painted only when the paint film is damaged or deteriorated.
 - b. Protect and maintain wooden surfaces and features through appropriate methods. Inspect for and repair signs of moisture damage, mildew, and fungal or insect infestation. Keep wooden joints properly sealed or caulked to prevent moisture infiltration.
 - c. Treat traditionally unpainted, exposed wooden features with chemical preservatives to prevent or slow their decay and deterioration.
 - d. Retain protective surface coatings, such as paint, to prevent damage from ultraviolet light and moisture.

B. *Masonry:*

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. One shall not paint, coat, or waterproof unpainted masonry surfaces. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.

10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.
 - c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
 - d. Repaint painted masonry surfaces when needed.
 - e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

C. Architectural metals:

1. Retain and preserve architectural metal features that contribute to the overall historic character of a building and a site, including such functional and decorative elements as roofing, flashing, cornices, railings, hardware, casement windows, and fences.
2. Retain and preserve architectural metals, such as copper, tin, brass, cast iron, wrought iron, lead, and terneplate, which contribute to the overall historic character of the district.
3. If replacement of deteriorated detail or element of an architectural metal feature is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
4. If replacement of an entire architectural feature is necessary, replace it in kind, matching the original feature in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
5. If an architectural metal feature is completely missing, replace it with a new feature based on accurate documentation of the original design or a new design compatible in scale, size, and material with the historic building and district.
6. Repair deteriorating architectural metal features and surfaces using recognized preservation methods for splicing, patching, and reinforcing.
7. One shall not introduce architectural metal features or details to a historic building in an attempt to create a false historical appearance.
8. One shall not patch metal roofs or flashing with tar or asphalt products.
9. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. Protect and maintain architectural metal surfaces and features through appropriate methods:
 1. Inspect for signs of moisture damage, corrosion, structural failure or fatigue, galvanic action, and paint film failure.
 2. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces and collecting on decorative elements.
 3. Clear metal roofs and gutters of leaves and debris.
- b. Retain protective surface coatings, such as paint and lacquers, to prevent corrosion.
- c. Clean when necessary to remove corrosion or to prepare for recoating. Use the gentlest effective method.
- d. Repaint promptly when paint film deteriorates.
- e. Clean soft metals, including lead, tin, terneplate, and copper, with chemical solutions after pretesting them to ensure that they do not damage the metal surface. It is not appropriate to clean soft metal surfaces with destructive methods like grit blasting.
- f. Clean hard metals such as cast iron, wrought iron, and steel using the gentlest means possible. Consider low-pressure glass bead blasting only if hand scraping and wire brushing have been ineffective.

D. *Paint:*

1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.

4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.

b. Repaint previously painted surfaces with compatible paint.

E. *Roofs:*

1. Retain and preserve roofs and roof forms that contribute to the overall historic character of a building, including their functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, and cornices, unless approved by the Commission.
2. If replacement of a partially deteriorated roof feature is necessary, replace only the deteriorated portion in kind to match the original feature in design, dimension, detail, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
3. If full replacement of a deteriorated historic roofing material or feature is necessary, replace it in kind, matching the original in scale, detail, pattern, design, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If a roof feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, and material, with the historic building and district.
5. One shall not remove a roof feature that is important in defining the overall historic character of a building rather than repair and replace it.
6. If new gutters and downspouts are needed, install them so that no architectural features are lost or damaged. Retain the shape of traditional half-round gutters and downspouts if replacing them.
7. One shall not replace concealed, built-in gutter systems with exposed gutters.
8. One shall not introduce new roof features such as skylights, dormers, or vents if they will compromise the historic roof design, or damage character-defining roof materials or the character of the historic district.
9. One shall not install ventilators, solar collectors, antenna, skylights, or mechanical equipment in locations that compromise character defining roofs or on roof slopes prominently visible from the street.
10. One shall not install exposed tarpaper rolls as a finished roofing material or roofing tar as a replacement for valley flashing.
11. One shall not patch any roofing or flashing with tar or asphalt product.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the metal, wooden, and masonry elements of historic roofs through appropriate methods:
 1. Inspect for signs of deterioration and moisture penetration.
 2. Clean gutters and downspouts to ensure proper drainage.

3. Replace deteriorated flashing as necessary.
 4. Reapply appropriate protective coats to metal roofs as necessary.
 5. Maintain adequate ventilation of roof sheathing to prevent moisture damage.
 6. Ensure that roofing materials are adequately anchored to resist wind and water.
 7. Re-fasten loose (or replace damaged) shingles, slates, or tiles.
- b. Repair historic roofs and their distinctive features through recognized preservation methods for resetting or reinforcing.

F. *Exterior walls:*

1. Retain and preserve exterior walls that contribute to the overall historic form and character of a building, including their functional and decorative features, such as cornices, foundations, bays, quoins, arches, water tables, brackets, and entablatures.
2. Retain and preserve exterior wall materials that contribute to the overall historic character of a building, including brickwork, stucco, stone, wooden shingles, wooden siding, asbestos siding, and metal, wooden, or masonry trim work.
3. Repair exterior wall surfaces, details, and features using recognized preservation repair methods for the surface material or coating.
4. If the replacement of a deteriorated detail or element of an exterior wall is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original in design, dimension, detail, texture, pattern, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If replacement of an entire exterior wall or feature is necessary because of deterioration, replace it in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
6. If an exterior wall or feature is completely missing, replace it with a new wall or feature based on accurate documentation of the original or new design compatible with the historic character of the building and the district.
7. One shall not introduce new features such as window or door openings, bays, vents, balconies, or chimneys to character-defining exterior walls if this will compromise the architectural integrity of the building.
8. One shall not remove or cover any material detail associated with exterior walls, including decorative shingles, panels, brackets, bargeboards, and corner boards unless supported by historic documentation.
9. One shall not cover historic wall material, including wooden siding, wooden shingles, stucco, brick, and stonework, with coatings or contemporary substitute materials.
10. It is not appropriate to introduce features or details to an exterior wall that would create a false historical appearance.

G. *Driveways, walkways and off-street parking:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation the following standards shall be observed:
 - a. Driveways, walkways and off-street parking should be gravel, brick, concrete, or paved with appropriate textured asphalt.
 - b. Care should be taken not to injure nearby trees by intruding on the root areas.
 - c. Design new driveways, walkways to be compatible in location, spacing, configuration, and dimension with existing walkways and driveways that contribute to the overall historic character of the district.
 - d. One shall not locate new parking areas where they are visible from the street, or to significantly alter the proportion of built area to yard area.
 - e. One shall not locate parking where it will obstruct the principal structure.

H. *Lighting:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Lighting of walkways, driveways and off-street parking shall retain and preserve mechanically sound exterior fixtures that contribute to the overall historic character of a building, site or streetscape.
 - b. If replacing missing or deteriorated historical exterior fixtures, replace with fixtures that are similar in appearance, scale, and material to the original.
 - c. The introduction of indiscriminate permanent area lighting, illuminating facades of houses with harsh floodlight, or creating a runway effect with multiple footlights along front walks is not allowed unless approved by the Commission.

I. *Windows and doors:*

1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.

6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
10. One shall not use snap-in muntins to create false divided-light appearance.
11. One shall not replace clear glazing with tinted or opaque glazing.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.
 4. Reglaze sash as necessary to prevent moisture infiltration.
 5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
 - b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.
 - e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.

J. *Entrances, porches, and balconies:*

1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
6. One shall not enclose a front porch or balcony without approval from the Commission. 7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.
9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

K. *Utilities and energy retrofit:*

1. If a new mechanical system is needed, install it so that it causes the least amount of alteration to the building's exterior facades, historic building fabric, and site features.
2. Increase the thermal efficiency of historic buildings by observing appropriate traditional practices, such as weather stripping and caulking, and by introducing energy-efficient features, such as awnings, operable shutters, and storm windows and doors, where appropriate.
3. Retain and preserve the inherent energy-conserving features of historic buildings and their sites, including shade trees, porches, awnings, and operable windows, transoms, shutters, and blinds.
4. Locate portable window air-conditioning units on rear facades or inconspicuous side facades.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with existing meeting rails.
- b. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door or frame. Select storm doors with a painted, stained, or baked-enamel finished that is compatible with the existing door. Bare aluminum storm doors and storm windows are not appropriate.
- c. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.
- d. In general, the introduction of underground utility lines to reduce the intrusion of additional overhead lines and poles is encouraged. However, in trenching, take care to avoid archaeological resources and the roots of trees.

L. *Accessibility, health, and safety considerations:*

1. In considering changes to a historic building, review accessibility and life safety code implications to determine if the proposed change is compatible with the building's historic character and setting or will compromise them.
2. Meet accessibility and life-safety building code requirements in such a way that the historic building's character-defining facades, features, and finishes are preserved.
3. Determine appropriate solutions to accessibility with input from the Commission, historic preservation specialists and local disability groups.
4. Introduce new or additional means of access that are reversible and that do not compromise the original design of a historic entrance or porch.
5. Work with code officials to explore alternative methods of equal or superior effectiveness in meeting safety code requirements while preserving significant historic features.
6. Locate fire doors, exterior fire stairs, or elevator additions on side or rear facades. Design such elements to be compatible in character, materials, scale, proportion, and finish with the historic building.

M. *Aesthetic recommendations:*

1. Survey in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
2. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip lines of trees.
3. Limit the size and scale of an addition in relationship to the historic building so that it does not diminish or visually overpower the building.

PART TWO- ADDITIONS AND NEW BUILDING CONSTRUCTION

A. Additions to historic buildings:

1. Design an addition to be compatible with the historic building in mass, materials, and relationship of solids to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. One shall not construct an addition that significantly changes the proportion of built mass to open space on the individual site.
4. Construct new additions so that there is the least possible loss of historic fabric and so that the character-defining features of the historic building are not destroyed, damaged, or obscured.
5. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and view are retained.
6. Locate a new addition on an inconspicuous elevation of the historic building, usually the rear one.

B. New Building Construction:

1. New site construction shall be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of orientation, and distance from adjacent buildings.
2. Design new construction so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.
3. Evaluate in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
4. Design new buildings to be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of height, form, size, scale, massing, proportion, and roof shape.
5. Design the proportion of the proposed new building's front facade to be compatible with the front facade proportion of surrounding buildings.
6. Design the spacing, placement, scale, orientation, proportion, and size of window and door openings in proposed new construction to be compatible with surrounding buildings that contribute to the special character of the historic district.
7. Select windows and doors for proposed new building that are compatible in material, subdivision, proportion, pattern, and detail with the windows and the doors of surrounding buildings that contribute to the special character of the historic district.
8. Select materials and finishes for proposed new buildings that are compatible with historic materials and finishes found in surrounding buildings that contribute to the special character of the historic district in terms of composition, scale, module, pattern, detail, texture, finish and sheen.

9. Design new buildings so that they are compatible with, but discernible from, historic buildings in the district.

Recommendations:

1. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip line of trees.

PART THREE- RELOCATION OF STRUCTURES

1. Before moving a historic structure, document its original setting and context. Use photographs, site plans, or other graphic or written statements to record existing site conditions.
2. Enlist contractors experienced in moving historic buildings to do the following:
 - a. Determine the structural condition of the property before the move.
 - b. Coordinate the move with the utility companies and appropriate city departments.
 - c. Protect the structure from vandalism or weather damage before, during and after the move.
 - d. Minimize structural damage during the move.
3. Relocate a structure within the historic district only if it is determined to be architecturally compatible with the adjacent buildings according to the guidelines for new construction.
4. Relocate a structure on a site within a historic district according to new construction guidelines for siting, orientation, plantings, and other pertinent aspects of site and setting.
5. Ensure that the relocation of a structure will not diminish or damage existing historic district buildings or the overall character of the district. Pay particular attention to the tree canopy along the route of the move.
6. Provide the HPC with site plan information for the proposed site features and plantings of the new setting, including information on accessory buildings, driveways, site lighting, and parking areas.
7. If the original site of the structure to be relocated is within a historic district, before the move, submit to the Commission a site plan for proposed site features and plantings of the original site after the relocation.
8. Protect significant site features of the original site, the new site, and the route of the move during relocation.

PART FOUR- DEMOLITION

1. Before demolition, submit a site plan to the Commission illustrating proposed site development or plantings to follow demolition.
2. During demolition, ensure the safety of any adjacent properties and historic resources. Also, during and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.
3. After demolition, clear the site promptly and thoroughly.
4. After demolition, plant or develop the site promptly as approved in the proposed site plan.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MEREDITH ULMER, CITY CLERK

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 9.25 – HISTORIC PRESERVATION. ARTICLE III. HISTORIC DISTRICTS, SECTIONS 9.25-55, CHEROKEE-CASSVILLE HISTORIC DISTRICT, PARAGRAPH (d) is hereby amended by deleting section (d) in its entirety and replacing it as follows:

1.

(d) *Design standards.* The following design standards are adopted for the Cherokee-Cassville Historic District:

DESIGN STANDARDS FOR STRUCTURES
CONTRIBUTING TO THE RESIDENTIAL HISTORIC DISTRICTS

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.
2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development

Department to confirm that the proposed changes comply with the city building code and development regulations.

3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE- MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES

A. Wood:

1. Repair historic wooden features using the recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 2. If replacement of a deteriorated detail or element of a wooden feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials only if using the original material is not feasible.
 3. If replacement of an entire wooden feature is necessary, replace it in kind, matching the original in design, dimension, detail, and texture. Use compatible substitute materials only if using the original material is not feasible.
 4. If a wooden feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, material, and texture with the historic building and district.
 5. One shall not clean wooden features and surfaces with destructive methods such as sandblasting, power washing, and using propane or butane torches. Clean using gentle methods such as low-pressure washing with detergents and natural bristle brushes. Chemical strippers can be used only if gentler methods are ineffective.
 6. One shall not strip historically painted surfaces down to bare wood and apply clean stains or finishes to create a natural wood appearance.
 7. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
 8. One shall not replace or cover wooden siding, trim, or window sashes with contemporary substitute materials such as aluminum, masonite or vinyl without approval from the Commission. However, in order to maintain continuity, material for additions [RS1], as well as out buildings, shall closely match the house.
 9. One shall not introduce wooden features or details to a historic building [to] [RS2] create a false historic appearance.
 10. Preserve wooden features that contribute to the overall historic character of a building and site, including such functional and decorative elements as siding, shingles, cornices, architrave, brackets, pediments, columns, balustrades, and architectural trim.

11. During rehabilitation and/or repair [which requires a Certificate of Preservation][RS3], the following standards shall be observed.
 - a. When retaining and cleaning painted surfaces, it is required that the gentlest means possible be used. It is further required that historic structures be painted only when the paint film is damaged or deteriorated.
 - b. Protect and maintain wooden surfaces and features through appropriate methods. Inspect for and repair signs of moisture damage, mildew, and fungal or insect infestation. Keep wooden joints properly sealed or caulked to prevent moisture infiltration.
 - c. Treat traditionally unpainted, exposed wooden features with chemical preservatives to prevent or slow their decay and deterioration.
 - d. Retain protective surface coatings, such as paint, to prevent damage from ultraviolet light and moisture.

B. *Masonry:*

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. One shall not paint, coat, or waterproof unpainted masonry surfaces. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.

10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.
 - c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
 - d. Repaint painted masonry surfaces when needed.
 - e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

C. Architectural metals:

1. Retain and preserve architectural metal features that contribute to the overall historic character of a building and a site, including such functional and decorative elements as roofing, flashing, cornices, railings, hardware, casement windows, and fences.
2. Retain and preserve architectural metals, such as copper, tin, brass, cast iron, wrought iron, lead, and terneplate, which contribute to the overall historic character of the district.
3. If replacement of deteriorated detail or element of an architectural metal feature is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
4. If replacement of an entire architectural feature is necessary, replace it in kind, matching the original feature in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
5. If an architectural metal feature is completely missing, replace it with a new feature based on accurate documentation of the original design or a new design compatible in scale, size, and material with the historic building and district.
6. Repair deteriorating architectural metal features and surfaces using recognized preservation methods for splicing, patching, and reinforcing.
7. One shall not introduce architectural metal features or details to a historic building in an attempt to create a false historical appearance.
8. One shall not patch metal roofs or flashing with tar or asphalt products.
9. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. Protect and maintain architectural metal surfaces and features through appropriate methods:
 1. Inspect for signs of moisture damage, corrosion, structural failure or fatigue, galvanic action, and paint film failure.
 2. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces and collecting on decorative elements.
 3. Clear metal roofs and gutters of leaves and debris.
- b. Retain protective surface coatings, such as paint and lacquers, to prevent corrosion.
- c. Clean when necessary to remove corrosion or to prepare for recoating. Use the gentlest effective method.
- d. Repaint promptly when paint film deteriorates.
- e. Clean soft metals, including lead, tin, terneplate, and copper, with chemical solutions after pretesting them to ensure that they do not damage the metal surface. It is not appropriate to clean soft metal surfaces with destructive methods like grit blasting.
- f. Clean hard metals such as cast iron, wrought iron, and steel using the gentlest means possible. Consider low-pressure glass bead blasting only if hand scraping and wire brushing have been ineffective.

D. *Paint:*

1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.

4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.

b. Repaint previously painted surfaces with compatible paint.

E. *Roofs:*

1. Retain and preserve roofs and roof forms that contribute to the overall historic character of a building, including their functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, and cornices, unless approved by the Commission.
2. If replacement of a partially deteriorated roof feature is necessary, replace only the deteriorated portion in kind to match the original feature in design, dimension, detail, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
3. If full replacement of a deteriorated historic roofing material or feature is necessary, replace it in kind, matching the original in scale, detail, pattern, design, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If a roof feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, and material, with the historic building and district.
5. One shall not remove a roof feature that is important in defining the overall historic character of a building rather than repair and replace it.
6. If new gutters and downspouts are needed, install them so that no architectural features are lost or damaged. Retain the shape of traditional half-round gutters and downspouts if replacing them.
7. One shall not replace concealed, built-in gutter systems with exposed gutters.
8. One shall not introduce new roof features such as skylights, dormers, or vents if they will compromise the historic roof design, or damage character-defining roof materials or the character of the historic district.
9. One shall not install ventilators, solar collectors, antenna, skylights, or mechanical equipment in locations that compromise character defining roofs or on roof slopes prominently visible from the street.
10. One shall not install exposed tarpaper rolls as a finished roofing material or roofing tar as a replacement for valley flashing.
11. One shall not patch any roofing or flashing with tar or asphalt product.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the metal, wooden, and masonry elements of historic roofs through appropriate methods:
 1. Inspect for signs of deterioration and moisture penetration.
 2. Clean gutters and downspouts to ensure proper drainage.

3. Replace deteriorated flashing as necessary.
 4. Reapply appropriate protective coats to metal roofs as necessary.
 5. Maintain adequate ventilation of roof sheathing to prevent moisture damage.
 6. Ensure that roofing materials are adequately anchored to resist wind and water.
 7. Re-fasten loose (or replace damaged) shingles, slates, or tiles.
- b. Repair historic roofs and their distinctive features through recognized preservation methods for resetting or reinforcing.

F. *Exterior walls:*

1. Retain and preserve exterior walls that contribute to the overall historic form and character of a building, including their functional and decorative features, such as cornices, foundations, bays, quoins, arches, water tables, brackets, and entablatures.
2. Retain and preserve exterior wall materials that contribute to the overall historic character of a building, including brickwork, stucco, stone, wooden shingles, wooden siding, asbestos siding, and metal, wooden, or masonry trim work.
3. Repair exterior wall surfaces, details, and features using recognized preservation repair methods for the surface material or coating.
4. If the replacement of a deteriorated detail or element of an exterior wall is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original in design, dimension, detail, texture, pattern, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If replacement of an entire exterior wall or feature is necessary because of deterioration, replace it in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible. 6. If an exterior wall or feature is completely missing, replace it with a new wall or feature based on accurate documentation of the original or new design compatible with the historic character of the building and the district.
7. One shall not introduce new features such as window or door openings, bays, vents, balconies, or chimneys to character-defining exterior walls if this will compromise the architectural integrity of the building.
8. One shall not remove or cover any material detail associated with exterior walls, including decorative shingles, panels, brackets, bargeboards, and corner boards unless supported by historic documentation.
9. One shall not cover historic wall material, including wooden siding, wooden shingles, stucco, brick, and stonework, with coatings or contemporary substitute materials.
10. It is not appropriate to introduce features or details to an exterior wall that would create a false historical appearance.

G. *Driveways, walkways and off-street parking:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation the following standards shall be observed:
 - a. Driveways, walkways and off-street parking should be gravel, brick, concrete, or paved with appropriate textured asphalt.
 - b. Care should be taken not to injure nearby trees by intruding on the root areas.
 - c. Design new driveways, walkways to be compatible in location, spacing, configuration, and dimension with existing walkways and driveways that contribute to the overall historic character of the district.
 - d. One shall not locate new parking areas where they are visible from the street, or to significantly alter the proportion of built area to yard area.
 - e. One shall not locate parking where it will obstruct the principal structure.

H. *Lighting:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Lighting of walkways, driveways and off-street parking shall retain and preserve mechanically sound exterior fixtures that contribute to the overall historic character of a building, site or streetscape.
 - b. If replacing missing or deteriorated historical exterior fixtures, replace with fixtures that are similar in appearance, scale, and material to the original.
 - c. The introduction of indiscriminate permanent area lighting, illuminating facades of houses with harsh floodlight, or creating a runway effect with multiple footlights along front walks is not allowed unless approved by the Commission.

I. *Windows and doors:*

1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.

6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
10. One shall not use snap-in muntins to create false divided-light appearance.
11. One shall not replace clear glazing with tinted or opaque glazing.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.
 4. Reglaze sash as necessary to prevent moisture infiltration.
 5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
 - b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.
 - e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.

J. *Entrances, porches, and balconies:*

1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
6. One shall not enclose a front porch or balcony without approval from the Commission. 7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.
9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

K. *Utilities and energy retrofit:*

1. If a new mechanical system is needed, install it so that it causes the least amount of alteration to the building's exterior facades, historic building fabric, and site features.
2. Increase the thermal efficiency of historic buildings by observing appropriate traditional practices, such as weather stripping and caulking, and by introducing energy-efficient features, such as awnings, operable shutters, and storm windows and doors, where appropriate.
3. Retain and preserve the inherent energy-conserving features of historic buildings and their sites, including shade trees, porches, awnings, and operable windows, transoms, shutters, and blinds.
4. Locate portable window air-conditioning units on rear facades or inconspicuous side facades.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with existing meeting rails.
- b. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door or frame. Select storm doors with a painted, stained, or baked-enamel finished that is compatible with the existing door. Bare aluminum storm doors and storm windows are not appropriate.
- c. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.
- d. In general, the introduction of underground utility lines to reduce the intrusion of additional overhead lines and poles is encouraged. However, in trenching, take care to avoid archaeological resources and the roots of trees.

L. *Accessibility, health, and safety considerations:*

1. In considering changes to a historic building, review accessibility and life safety code implications to determine if the proposed change is compatible with the building's historic character and setting or will compromise them.
2. Meet accessibility and life-safety building code requirements in such a way that the historic building's character-defining facades, features, and finishes are preserved.
3. Determine appropriate solutions to accessibility with input from the Commission, historic preservation specialists and local disability groups.
4. Introduce new or additional means of access that are reversible and that do not compromise the original design of a historic entrance or porch.
5. Work with code officials to explore alternative methods of equal or superior effectiveness in meeting safety code requirements while preserving significant historic features.
6. Locate fire doors, exterior fire stairs, or elevator additions on side or rear facades. Design such elements to be compatible in character, materials, scale, proportion, and finish with the historic building.

M. *Aesthetic recommendations:*

1. Survey in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
2. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip lines of trees.
3. Limit the size and scale of an addition in relationship to the historic building so that it does not diminish or visually overpower the building.

PART TWO- ADDITIONS AND NEW BUILDING CONSTRUCTION

A. Additions to historic buildings:

1. Design an addition to be compatible with the historic building in mass, materials, and relationship of solids to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. One shall not construct an addition that significantly changes the proportion of built mass to open space on the individual site.
4. Construct new additions so that there is the least possible loss of historic fabric and so that the character-defining features of the historic building are not destroyed, damaged, or obscured.
5. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and view are retained.
6. Locate a new addition on an inconspicuous elevation of the historic building, usually the rear one.

B. New Building Construction:

1. New site construction shall be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of orientation, and distance from adjacent buildings.
2. Design new construction so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.
3. Evaluate in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
4. Design new buildings to be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of height, form, size, scale, massing, proportion, and roof shape.
5. Design the proportion of the proposed new building's front facade to be compatible with the front facade proportion of surrounding buildings.
6. Design the spacing, placement, scale, orientation, proportion, and size of window and door openings in proposed new construction to be compatible with surrounding buildings that contribute to the special character of the historic district.
7. Select windows and doors for proposed new building that are compatible in material, subdivision, proportion, pattern, and detail with the windows and the doors of surrounding buildings that contribute to the special character of the historic district.
8. Select materials and finishes for proposed new buildings that are compatible with historic materials and finishes found in surrounding buildings that contribute to the special character of the historic district in terms of composition, scale, module, pattern, detail, texture, finish and sheen.

9. Design new buildings so that they are compatible with, but discernible from, historic buildings in the district.

Recommendations:

1. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip line of trees.

PART THREE- RELOCATION OF STRUCTURES

1. Before moving a historic structure, document its original setting and context. Use photographs, site plans, or other graphic or written statements to record existing site conditions.
2. Enlist contractors experienced in moving historic buildings to do the following:
 - a. Determine the structural condition of the property before the move.
 - b. Coordinate the move with the utility companies and appropriate city departments.
 - c. Protect the structure from vandalism or weather damage before, during and after the move.
 - d. Minimize structural damage during the move.
3. Relocate a structure within the historic district only if it is determined to be architecturally compatible with the adjacent buildings according to the guidelines for new construction.
4. Relocate a structure on a site within a historic district according to new construction guidelines for siting, orientation, plantings, and other pertinent aspects of site and setting.
5. Ensure that the relocation of a structure will not diminish or damage existing historic district buildings or the overall character of the district. Pay particular attention to the tree canopy along the route of the move.
6. Provide the HPC with site plan information for the proposed site features and plantings of the new setting, including information on accessory buildings, driveways, site lighting, and parking areas.
7. If the original site of the structure to be relocated is within a historic district, before the move, submit to the Commission a site plan for proposed site features and plantings of the original site after the relocation.
8. Protect significant site features of the original site, the new site, and the route of the move during relocation.

PART FOUR- DEMOLITION

1. Before demolition, submit a site plan to the Commission illustrating proposed site development or plantings to follow demolition.
2. During demolition, ensure the safety of any adjacent properties and historic resources. Also, during and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.
3. After demolition, clear the site promptly and thoroughly.
4. After demolition, plant or develop the site promptly as approved in the proposed site plan.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MEREDITH ULMER, CITY CLERK

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 9.25 – HISTORIC PRESERVATION. ARTICLE III. HISTORIC DISTRICTS, SECTION 9.25-56, GRANGER HILL HISTORIC DISTRICT, PARAGRAPH (d) is hereby amended by deleting section (d) in its entirety and replacing it as follows:

1.

(d) Design standards. The following design standards are adopted for the Granger Hill Historic District:

DESIGN STANDARDS FOR STRUCTURES
CONTRIBUTING TO THE RESIDENTIAL HISTORIC DISTRICTS

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.
2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development

Department to confirm that the proposed changes comply with the city building code and development regulations.

3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE- MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES

A. Wood:

1. Repair historic wooden features using the recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 2. If replacement of a deteriorated detail or element of a wooden feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials only if using the original material is not feasible.
 3. If replacement of an entire wooden feature is necessary, replace it in kind, matching the original in design, dimension, detail, and texture. Use compatible substitute materials only if using the original material is not feasible.
 4. If a wooden feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, material, and texture with the historic building and district.
 5. One shall not clean wooden features and surfaces with destructive methods such as sandblasting, power washing, and using propane or butane torches. Clean using gentle methods such as low-pressure washing with detergents and natural bristle brushes. Chemical strippers can be used only if gentler methods are ineffective.
 6. One shall not strip historically painted surfaces down to bare wood and apply clean stains or finishes to create a natural wood appearance.
 7. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
 8. One shall not replace or cover wooden siding, trim, or window sashes with contemporary substitute materials such as aluminum, masonite or vinyl without approval from the Commission. However, in order to maintain continuity, material for additions[RS1], as well as out buildings, shall closely match the house.
 9. One shall not introduce wooden features or details to a historic building [to] [RS2]create a false historic appearance.
 10. Preserve wooden features that contribute to the overall historic character of a building and site, including such functional and decorative elements as siding, shingles, cornices, architrave, brackets, pediments, columns, balustrades, and architectural trim.

11. During rehabilitation and/or repair [which requires a Certificate of Preservation][RS3], the following standards shall be observed.
- a. When retaining and cleaning painted surfaces, it is required that the gentlest means possible be used. It is further required that historic structures be painted only when the paint film is damaged or deteriorated.
 - b. Protect and maintain wooden surfaces and features through appropriate methods. Inspect for and repair signs of moisture damage, mildew, and fungal or insect infestation. Keep wooden joints properly sealed or caulked to prevent moisture infiltration.
 - c. Treat traditionally unpainted, exposed wooden features with chemical preservatives to prevent or slow their decay and deterioration.
 - d. Retain protective surface coatings, such as paint, to prevent damage from ultraviolet light and moisture.

B. *Masonry:*

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. One shall not paint, coat, or waterproof unpainted masonry surfaces. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.

10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.
 - c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
 - d. Repaint painted masonry surfaces when needed.
 - e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

C. Architectural metals:

1. Retain and preserve architectural metal features that contribute to the overall historic character of a building and a site, including such functional and decorative elements as roofing, flashing, cornices, railings, hardware, casement windows, and fences.
2. Retain and preserve architectural metals, such as copper, tin, brass, cast iron, wrought iron, lead, and terneplate, which contribute to the overall historic character of the district.
3. If replacement of deteriorated detail or element of an architectural metal feature is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
4. If replacement of an entire architectural feature is necessary, replace it in kind, matching the original feature in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
5. If an architectural metal feature is completely missing, replace it with a new feature based on accurate documentation of the original design or a new design compatible in scale, size, and material with the historic building and district.
6. Repair deteriorating architectural metal features and surfaces using recognized preservation methods for splicing, patching, and reinforcing.
7. One shall not introduce architectural metal features or details to a historic building in an attempt to create a false historical appearance.
8. One shall not patch metal roofs or flashing with tar or asphalt products.
9. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. Protect and maintain architectural metal surfaces and features through appropriate methods:
 1. Inspect for signs of moisture damage, corrosion, structural failure or fatigue, galvanic action, and paint film failure.
 2. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces and collecting on decorative elements.
 3. Clear metal roofs and gutters of leaves and debris.
- b. Retain protective surface coatings, such as paint and lacquers, to prevent corrosion.
- c. Clean when necessary to remove corrosion or to prepare for recoating. Use the gentlest effective method.
- d. Repaint promptly when paint film deteriorates.
- e. Clean soft metals, including lead, tin, terneplate, and copper, with chemical solutions after pretesting them to ensure that they do not damage the metal surface. It is not appropriate to clean soft metal surfaces with destructive methods like grit blasting.
- f. Clean hard metals such as cast iron, wrought iron, and steel using the gentlest means possible. Consider low-pressure glass bead blasting only if hand scraping and wire brushing have been ineffective.

D. *Paint:*

1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.

4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.

b. Repaint previously painted surfaces with compatible paint.

E. *Roofs:*

1. Retain and preserve roofs and roof forms that contribute to the overall historic character of a building, including their functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, and cornices, unless approved by the Commission.
2. If replacement of a partially deteriorated roof feature is necessary, replace only the deteriorated portion in kind to match the original feature in design, dimension, detail, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
3. If full replacement of a deteriorated historic roofing material or feature is necessary, replace it in kind, matching the original in scale, detail, pattern, design, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If a roof feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, and material, with the historic building and district.
5. One shall not remove a roof feature that is important in defining the overall historic character of a building rather than repair and replace it.
6. If new gutters and downspouts are needed, install them so that no architectural features are lost or damaged. Retain the shape of traditional half-round gutters and downspouts if replacing them.
7. One shall not replace concealed, built-in gutter systems with exposed gutters.
8. One shall not introduce new roof features such as skylights, dormers, or vents if they will compromise the historic roof design, or damage character-defining roof materials or the character of the historic district.
9. One shall not install ventilators, solar collectors, antenna, skylights, or mechanical equipment in locations that compromise character defining roofs or on roof slopes prominently visible from the street.
10. One shall not install exposed tarpaper rolls as a finished roofing material or roofing tar as a replacement for valley flashing.
11. One shall not patch any roofing or flashing with tar or asphalt product.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the metal, wooden, and masonry elements of historic roofs through appropriate methods:
 1. Inspect for signs of deterioration and moisture penetration.
 2. Clean gutters and downspouts to ensure proper drainage.

3. Replace deteriorated flashing as necessary.
 4. Reapply appropriate protective coats to metal roofs as necessary.
 5. Maintain adequate ventilation of roof sheathing to prevent moisture damage.
 6. Ensure that roofing materials are adequately anchored to resist wind and water.
 7. Re-fasten loose (or replace damaged) shingles, slates, or tiles.
- b. Repair historic roofs and their distinctive features through recognized preservation methods for resetting or reinforcing.

F. *Exterior walls:*

1. Retain and preserve exterior walls that contribute to the overall historic form and character of a building, including their functional and decorative features, such as cornices, foundations, bays, quoins, arches, water tables, brackets, and entablatures.
2. Retain and preserve exterior wall materials that contribute to the overall historic character of a building, including brickwork, stucco, stone, wooden shingles, wooden siding, asbestos siding, and metal, wooden, or masonry trim work.
3. Repair exterior wall surfaces, details, and features using recognized preservation repair methods for the surface material or coating.
4. If the replacement of a deteriorated detail or element of an exterior wall is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original in design, dimension, detail, texture, pattern, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If replacement of an entire exterior wall or feature is necessary because of deterioration, replace it in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
6. If an exterior wall or feature is completely missing, replace it with a new wall or feature based on accurate documentation of the original or new design compatible with the historic character of the building and the district.
7. One shall not introduce new features such as window or door openings, bays, vents, balconies, or chimneys to character-defining exterior walls if this will compromise the architectural integrity of the building.
8. One shall not remove or cover any material detail associated with exterior walls, including decorative shingles, panels, brackets, bargeboards, and corner boards unless supported by historic documentation.
9. One shall not cover historic wall material, including wooden siding, wooden shingles, stucco, brick, and stonework, with coatings or contemporary substitute materials.
10. It is not appropriate to introduce features or details to an exterior wall that would create a false historical appearance.

G. *Driveways, walkways and off-street parking:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation the following standards shall be observed:
 - a. Driveways, walkways and off-street parking should be gravel, brick, concrete, or paved with appropriate textured asphalt.
 - b. Care should be taken not to injure nearby trees by intruding on the root areas.
 - c. Design new driveways, walkways to be compatible in location, spacing, configuration, and dimension with existing walkways and driveways that contribute to the overall historic character of the district.
 - d. One shall not locate new parking areas where they are visible from the street, or to significantly alter the proportion of built area to yard area.
 - e. One shall not locate parking where it will obstruct the principal structure.

H. *Lighting:*

1. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Lighting of walkways, driveways and off-street parking shall retain and preserve mechanically sound exterior fixtures that contribute to the overall historic character of a building, site or streetscape.
 - b. If replacing missing or deteriorated historical exterior fixtures, replace with fixtures that are similar in appearance, scale, and material to the original.
 - c. The introduction of indiscriminate permanent area lighting, illuminating facades of houses with harsh floodlight, or creating a runway effect with multiple footlights along front walks is not allowed unless approved by the Commission.

I. *Windows and doors:*

1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.

6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
10. One shall not use snap-in muntins to create false divided-light appearance.
11. One shall not replace clear glazing with tinted or opaque glazing.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.
 4. Reglaze sash as necessary to prevent moisture infiltration.
 5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
 - b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.
 - e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.

J. *Entrances, porches, and balconies:*

1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
6. One shall not enclose a front porch or balcony without approval from the Commission. 7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.
9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

K. *Utilities and energy retrofit:*

1. If a new mechanical system is needed, install it so that it causes the least amount of alteration to the building's exterior facades, historic building fabric, and site features.
2. Increase the thermal efficiency of historic buildings by observing appropriate traditional practices, such as weather stripping and caulking, and by introducing energy-efficient features, such as awnings, operable shutters, and storm windows and doors, where appropriate.
3. Retain and preserve the inherent energy-conserving features of historic buildings and their sites, including shade trees, porches, awnings, and operable windows, transoms, shutters, and blinds.
4. Locate portable window air-conditioning units on rear facades or inconspicuous side facades.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:

- a. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with existing meeting rails.
- b. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door or frame. Select storm doors with a painted, stained, or baked-enamel finished that is compatible with the existing door. Bare aluminum storm doors and storm windows are not appropriate.
- c. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.
- d. In general, the introduction of underground utility lines to reduce the intrusion of additional overhead lines and poles is encouraged. However, in trenching, take care to avoid archaeological resources and the roots of trees.

L. *Accessibility, health, and safety considerations:*

1. In considering changes to a historic building, review accessibility and life safety code implications to determine if the proposed change is compatible with the building's historic character and setting or will compromise them.
2. Meet accessibility and life-safety building code requirements in such a way that the historic building's character-defining facades, features, and finishes are preserved.
3. Determine appropriate solutions to accessibility with input from the Commission, historic preservation specialists and local disability groups.
4. Introduce new or additional means of access that are reversible and that do not compromise the original design of a historic entrance or porch.
5. Work with code officials to explore alternative methods of equal or superior effectiveness in meeting safety code requirements while preserving significant historic features.
6. Locate fire doors, exterior fire stairs, or elevator additions on side or rear facades. Design such elements to be compatible in character, materials, scale, proportion, and finish with the historic building.

M. *Aesthetic recommendations:*

1. Survey in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
2. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip lines of trees.
3. Limit the size and scale of an addition in relationship to the historic building so that it does not diminish or visually overpower the building.

PART TWO- ADDITIONS AND NEW BUILDING CONSTRUCTION

A. Additions to historic buildings:

1. Design an addition to be compatible with the historic building in mass, materials, and relationship of solids to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. One shall not construct an addition that significantly changes the proportion of built mass to open space on the individual site.
4. Construct new additions so that there is the least possible loss of historic fabric and so that the character-defining features of the historic building are not destroyed, damaged, or obscured.
5. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and view are retained.
6. Locate a new addition on an inconspicuous elevation of the historic building, usually the rear one.

B. New Building Construction:

1. New site construction shall be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of orientation, and distance from adjacent buildings.
2. Design new construction so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.
3. Evaluate in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
4. Design new buildings to be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of height, form, size, scale, massing, proportion, and roof shape.
5. Design the proportion of the proposed new building's front facade to be compatible with the front facade proportion of surrounding buildings.
6. Design the spacing, placement, scale, orientation, proportion, and size of window and door openings in proposed new construction to be compatible with surrounding buildings that contribute to the special character of the historic district.
7. Select windows and doors for proposed new building that are compatible in material, subdivision, proportion, pattern, and detail with the windows and the doors of surrounding buildings that contribute to the special character of the historic district.
8. Select materials and finishes for proposed new buildings that are compatible with historic materials and finishes found in surrounding buildings that contribute to the special character of the historic district in terms of composition, scale, module, pattern, detail, texture, finish and sheen.

9. Design new buildings so that they are compatible with, but discernible from, historic buildings in the district.

Recommendations:

1. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip line of trees.

PART THREE- RELOCATION OF STRUCTURES

1. Before moving a historic structure, document its original setting and context. Use photographs, site plans, or other graphic or written statements to record existing site conditions.
2. Enlist contractors experienced in moving historic buildings to do the following:
 - a. Determine the structural condition of the property before the move.
 - b. Coordinate the move with the utility companies and appropriate city departments.
 - c. Protect the structure from vandalism or weather damage before, during and after the move.
 - d. Minimize structural damage during the move.
3. Relocate a structure within the historic district only if it is determined to be architecturally compatible with the adjacent buildings according to the guidelines for new construction.
4. Relocate a structure on a site within a historic district according to new construction guidelines for siting, orientation, plantings, and other pertinent aspects of site and setting.
5. Ensure that the relocation of a structure will not diminish or damage existing historic district buildings or the overall character of the district. Pay particular attention to the tree canopy along the route of the move.
6. Provide the HPC with site plan information for the proposed site features and plantings of the new setting, including information on accessory buildings, driveways, site lighting, and parking areas.
7. If the original site of the structure to be relocated is within a historic district, before the move, submit to the Commission a site plan for proposed site features and plantings of the original site after the relocation.
8. Protect significant site features of the original site, the new site, and the route of the move during relocation.

PART FOUR- DEMOLITION

1. Before demolition, submit a site plan to the Commission illustrating proposed site development or plantings to follow demolition.
2. During demolition, ensure the safety of any adjacent properties and historic resources. Also, during and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.
3. After demolition, clear the site promptly and thoroughly.
4. After demolition, plant or develop the site promptly as approved in the proposed site plan.

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.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MEREDITH ULMER, CITY CLERK

MEMO

To: Mayor Santini & City Council
 From: Randy Mannino and David Hardegree
 Date: February 14, 2020
 Re: *Text Amendment T20-01. Historic Preservation Ordinance Chapters 9.25-36, -37, -52 to -56; Design Standards, Definitions and District Design Standards (guidelines)*

RE: Summary of HPC Ordinance and Design Standards, Phase 1 Revisions

The purpose of this text amendment is to address concerns expressed by City Council and by the HPC regarding design guideline conflicts, vagueness and inconsistencies that most likely originated by adopting the HPC ordinance and design guidelines in multiple phases, drafted by multiple authors, as the ordinance evolved from 2000-2010.

These revisions are the first step in what may be a multi-step process to update the HPC ordinance, design standards, and historic resource surveys. No content changes were made to the guidelines with the exception of aligning the residential guideline for painted brick with that of the DBD design guideline. The DBD guidelines prohibit painting or coating unpainted brick.

All revisions are intended to clarify the standards (formerly guidelines), by stating which standards “shall” be followed versus “should” be followed. This should reduce the “gray” areas making the guidelines more “black and white,” and HPC decisions more defensible.

The general scope of the text amendments includes:

- Clearly defining what is a Requirement versus Recommendation;
- Eliminating or clarifying confusing text or references.
- Providing clearer direction and instruction to property owners regarding the rehabilitation, renovation, restoration, modification or demolition of structures; and,
- Clearly stating what preservation actions are allowed, or not allowed, thereby improving the HPCs ability to review a project and waive or vary a requirement for unique circumstances.
- Substituting “shall” for “must” to maintain consistent terminology.

The HPC approved these amendments at their regular meeting on December, 17th 2019.

Examples of conflicting language:

- (i.e 9.25-52, Part 1 (**Requirements**), item 4, parag 2... Rehabilitation work **should** not destroy the distinguishing character of the property)
- (i.e DBD Design Guidelines, Part 1,, par. 2: In filing for a certificate of appropriateness all requirements **must** **shall** be complied with and so indicated....)

Major changes are **highlighted**.

Historic Preservation Commission Called Meeting
10 N. Public Square
December 17, 2019
5:30 P.M.

I. Opening Meeting

Call to order by Chairman Frisbee

Present: Greg Frisbee, Becky Carr, Lynne Pritchett, Brad Galland, Jeff Glover
Staff Present: David Hardegree, Keith Lovell and Samantha Fincher
Absent: Larry Gregory, Vandi White

1. Call to Order

2. Approval of Minutes

Chairman Frisbee called for a motion to approve the minutes of the last meeting. A motion to approve the meeting minutes from November 19, 2019 was made by Board Member Carr and seconded by Board Member Glover. Motion carried unanimously. Vote: 4-0.

3. New Business:

A. COP19-31: 8 Oakland St. Applicant: Kyle Russell

Chairman Frisbee called for the next item on the agenda. David Hardegree, City Planner stated the applicant is the new owner of the property and wishes to remodel the interior as well make changes to the exterior. Currently, the right front side of the house has a second entrance with a porch and gabled roof. The applicant is proposing to: Replace vinyl siding and cornice with hardi-plank siding; Replace door and gabled entryway with bay windows; Replace front door with new door; Clean and paint stucco crawlspace wall; Replace tile flooring on front porch with brick pavers or wood plank or composite material; Replace four sets dual wood columns on front porch with four craftsman style columns; Remove, or replace right side window on front porch (bathroom window); Replace three round support columns on carport with new wood column supports; Add a lattice screen to new carport support columns.

Mr. Hardegree stated the house is recently historic, but is non-contributing. The proposed changes will likely not harm the home structurally or devalue the home.

Kyle Russell, Applicant, came forward to answer questions from the Board. The Board discussed: the age of the home, windows, painting the stucco and options for the carport.

Chairman Frisbee opened the floor for public hearing, with no one coming

forward the public hearing was closed.

Board Member Glover made a motion to approve the application as submitted with the option for the applicant to enclose the entire garage with the same siding as house (add garage door as needed), or to add a lattice screen to new carport support columns. Motion was seconded by Board Member Galland. Motion carried unanimously. Vote: 4-0.

B. COP19-32: 210 W. Main St. Applicant: Ben and Stephanie Harbour

Chairman Frisbee called for the next item on the agenda. David Hardegree, City Planner stated the applicant is proposing to add 2-story porch to the front façade of home and an 8ft privacy fence along western property line adjacent to 214 W. Main St. The proposed changes will also require a variance approval from the Board of Zoning Appeals due to setback encroachment.

Stephanie Harbour, Applicant, came forward to answer questions from the Board. She explained that the residential home behind her requested an 8-foot privacy fence after the over-grown bamboo was removed. She stated that they have made improvements to the interior of the home and are now looking to update the exterior.

The Board discussed that the craftsman-style proposed porch is not appropriate for the home, and were not in favor of a balcony addition. The Board recommended for the applicant to redesign the porch to incorporate more simplistic and colonial revival-styled elements. The revised design submittal should include side and front elevations.

Mrs. Harbour withdrew her application submittal for the porch and side awning and agreed to reapply with a new design.

Board Member Glover made a motion to approve the installment of a wooden, shadow box fence, 6 foot in height, along the western property line. Motion was seconded by Board Member Carr. Motion carried unanimously. Vote: 4-0.

C. COP18-08 REV2: 553 W. Main St. Applicant: Rodney and Rita Beegle

Chairman Frisbee called for the next item on the agenda. David Hardegree, City Planner stated the applicant was previously approved to build a 22' x 24' master bedroom and bath addition to the left front corner of home. The Applicant would like to add a 24'' x 36'' awning window to the porch-side addition to allow ventilation and natural light.

Rodney Beegle, Applicant, came forward to answer questions from the Board. The Board thanked Mr. Beegle for returning to the Board with the change. Mr. Beegle confirmed that the window will match the existing windows.

Board Member Pritchett made a motion to approve the 24'' x 36'' awning window. Motion was seconded by Board Member Carr. Motion carried unanimously. Vote:4-0.

Item # 4

4. Staff or Commission Comments

A. Anverse Microwave Dish. 13 Wall St.

Mr. Hardegree stated that Anverse Inc. (Radio Station) is relocating a 12ft. diameter microwave dish from an off-site location to the Anverse location at 13 Wall Street. Initial discussions placed the dish on top of the radio station, a very conspicuous location. The new location places the dish to the rear of the building in the courtyard adjacent to Gilmer St. The satellite will be pointed to the southwest over the building. A landscape screen may be added along Gilmer St. to disguise the dish.

B. Design Standards Update


Mr. Hardegree gave the Board an update on the Design Standards. The first hearing for the Text Amendment will be heard at the second meeting in January, and the second reading will be heard the first week in February. The Board thanked Mr. Hardegree for all his hard work. The Design Standards are unrelated to the Moratorium.

Board Member Pritchett made a motion to approve the new Design Standards. Motion was seconded by Board Member Carr. Motion carried unanimously. Vote:5-0.

Board Member Gregory voted to approve via proxy letter. Letter will be attached to the Minutes.

5. Adjourn

Board Member Pritchett made the motion to adjourn. The meeting adjourned at 7 p.m. The next scheduled HPC meeting is Tuesday, January 21st, 2019 at 5:30 PM

/s/ 
Greg Frisbee
Chairman

Item # 4

LAWRENCE D. GREGORY
HPC Board Member
321 W. Cherokee Ave.
P.O. Box 1744
Cartersville, Ga. 30120
770-382-8087 (h) 470-334-6154 (c)

12/15/2019

Proxy Letter:

Cartersville Historic Preservation Commission

Board Members,

I have read the summary of the Phase 1 revisions to the HPC Ordinances and Design Standards dated December 13th, 2019.

I would like to vote my approval of these revisions.

I would like my approval vote, per this proxy, entered into the December 17th, 2019 HPC meeting minutes.

Thank You,

**Larry Gregory
Cartersville HPC
Board Member**

Item # 4



**Cartersville Historic Preservation Commission
Memo**

December 13th, 2019

RE: Summary of HPC Ordinance and Design Standards, Phase 1 Revisions

To all HPC members,

The following pages represent a summary of the Phase 1 revisions to the HPC ordinance and Design Standards. Major changes have been highlighted in the final document draft. A summary of SHPO comments is included.

The purpose of these revisions is to address concerns expressed by City Council and by you regarding conflicts, vagueness and inconsistencies that, in my judgement, originated by adopting the HPC ordinance and design guidelines in multiple phases, drafted by multiple authors, as the ordinance evolved from 2000-2010.

These revisions are the first step in what may be a multi-step process to update the HPC ordinance, design standards, and historic resource surveys.

The revisions are intended to:

- Clearly define what is a Requirement versus Recommendation;
- Eliminate or clarify confusing text or references;
- Provide clearer direction and instruction to property owners regarding the rehabilitation, renovation, restoration, modification or demolition of structures; and,
- Clearly state what preservation actions are allowed, or not allowed, thereby improving the HPCs ability to review a project and waive or vary a requirement for unique circumstances.

This final draft also includes the following revisions that were not discussed at a previous meeting:

- Substitute “shall” for “must” to maintain consistent terminology. Fifteen substitutions were made. *(i.e DBD Design Guidelines, Part 1., par. 2: In filing for a certificate of appropriateness all requirements **must shall** be complied with and so indicated....)*
- Remove (7) references to “color.”

Please review the final draft document and be prepared to discuss any final revisions at Tuesday’s HPC meeting. If the commission takes action to approve these draft revisions, it is my intention to include an ordinance text amendment at the January 16th and Feb 6th Council meetings

Sincerely,

David

Cc: KLovell, Esq

Item # 4

Sec 9.25-36. - Design guidelines Standards. (Major Revisions highlighted)

- (a) *Identification of design guidelines standards:* Concurrent with, or immediately following, the designation of any historic district, site, object, building, structure, or work of art, the historic preservation commission shall recommend to the city council a set of "design guidelines standards." The guidelines standards are intended to identify the characteristic features of the designation that will be used in determining the compatibility of new construction or alteration of size, location, materials, style, rhythm, and any other quality deemed by the historic preservation commission to contribute to the character of the historic property. Standards will be used in evaluating the appropriateness of a project for both contributing and non-contributing properties and structures.
- (b) Procedure for adoption of design guidelines standards. The historic preservation commission shall draft and recommend the proposed design guidelines standards or amendments to the standards, to the city council at a public hearing. Adoption of the guidelines standards or revisions to the standards by the city council may only be considered after the historic preservation commission's recommendation and following a public hearing as follows: The city council shall hold a public hearing on the adoption of the design guidelines standards or revisions to the standards. Notice of the hearing shall be published in at least three (3) consecutive issues in the legal organ newspaper within Cartersville, Georgia. All such notices shall be published not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing.
- (c) Concurrent action: The historic preservation commission may recommend, and the city council may consider and adopt, the design guidelines standards or revisions to the standards at the same public hearing and/or meeting as the designation of the corresponding historic district or historic property. The legal notices for the guidelines and designated area(s) may be combined into one notice if the hearings are to be combined.

(Ord. No. 19-01, § VI, 5-17-01)

Sec. 9.25-37. – Definitions

Certificate of Preservation. A document evidencing approval by the historic preservation commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district. This is also referred to as a certificate of appropriateness in O.C.G.A. 44-10-20 et seq. and the terms are interchangeable under the ordinance.

Design Guideline. A Design Guideline, or Guideline, is hereby defined as a recommendation by the Historic Preservation Commission that adheres to traditional and commonly recognized historic preservation practices. A guideline is not a requirement.

Design Standard. A Design Standard, or Standard, is hereby defined as a design requirement for a Certificate of Preservation but may be varied or deemed not applicable by the Historic Preservation Commission.

Exterior architectural features. The architectural style, general design and arrangement of the exterior of a building or other structure, including, but not limited to building material and the type and style of windows, doors, signs, and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

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Exterior environmental and, features; landscape features. All those aspects of the landscape or the development of a site which affect the historical character of the property, i.e., walls, fences, paving, walks, drives, etc., but not plants, trees, or flowers of any kind.

Historic: For the purposes of historic preservation, a historic structure is one that is 50 years of age or older. A historic structure may be contributing or non-contributing.

Historic district. A geographically definable area which contains structures, buildings, objects, sites, works of art, or a combination thereof which exhibit a special historical, architectural, or environmental character as designated by the Commission.

Historic property. An individual building, structure, site, object, or work of art which exhibits a special historical or architectural character as designated by the Commission.

Material change in appearance. A change that will affect either the exterior architectural or environmental features of a historic property or any buildings, structure site, object, landscape feature or work of art within a historic district, such as:

- (1) A reconstruction or alteration of the size, shape, or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details, or elements;
- (2) Demolition or relocation of a historic structure;
- (3) Commencement of excavation for construction purposes;
- (4) A change in the location or design of advertising visible from the public right-of-way on any historic property; or
- (5) The erection, alteration, restoration, or removal of any building, structure, object, or work of art within a historic property, including walls, fences, steps, and pavements or other appurtenant features.

(Ord. No. 19-01, § VII, 5-17-01; Ord. No. 47-04, § 8, 6-17-04)

Sec. 9.25-52. - Downtown Business Historic District.

The City Council of the City of Cartersville adopts the Downtown Business Historic District as indicated herein.

- (a) *Boundaries.* The boundaries of the Downtown Business Historic District are as follows:

Begin at the point of intersection of the northern right-of-way of Leake Street with the Eastern right-of-way of S. Bartow Street, said point being the Point of Beginning.

Thence along the northern right-of-way of Leake Street to the point of intersection with the western right-of-way of S. Tennessee Street; thence along the western right-of-way of S. Tennessee Street and N. Tennessee Street to the point of intersection with the northern right-of-way of Church Street, thence along the northern right-of-way of Church Street to the point of intersection with the western right-of-way of Gilmer Street; thence along the western right-of-way of Gilmer Street to the point of intersection with the northern property line of Bartow County Tax Parcel C00100001004; thence along the northern property line of Bartow County Tax Parcel C00100001004 and C00100001001 to the point of intersection with the eastern right-of-way of Railroad Street a/k/a Museum Drive; thence along the eastern right-of-way of Railroad Street a/k/a Museum Drive to the point of intersection with the southern right-of-way of Church Street; thence along the southern right-of-way of Church Street to the point of intersection on the southern right-of-way of Church Street with western property line of Bartow County Tax Parcel C00200014001; thence along the eastern property line in a southerly direction to the point of intersection with the southern right-of-way of W. Cherokee Avenue being approximately 335 ' and being the point of intersection of the with the western property line of Bartow County Tax Parcel C00200013004; thence along the southern right-of-way of W. Cherokee Avenue to the point of intersection with the western right-of-way of Noble Street; thence along the western right-of-way of Noble Street to the point of intersection with the northern property line of Bartow County Tax Parcel C00200012002; thence along the northern property line of Bartow County Tax Parcels C00200012002, C00200012013, C00200012012, and C00200012011 to the point of intersection with the eastern right-of-way of N. Bartow Street; thence along the eastern right-of-way of N. Bartow Street and S. Bartow Street to the point of intersection with the northern right-of-way of Leake Street, said point being the Point of Beginning.

- (b) *Designation of contributing/non-contributing property owners list.* The following is a list of all properties and property owners of the Downtown Business Historic District and designation of each property as contributing or non-contributing pursuant to the City of Cartersville Historic Preservation Ordinance.

*Status N - Non Contributing C-Contributing

[Table of addresses omitted for TA revisions]

- (c) *Overlay map.* The zoning map of the City of Cartersville shall be amended to show the Downtown Business Historic District as an overlay on said zoning map and said overlay on said zoning map and said overlay shall be designated as the Downtown Business Historic District.

(d) The following design standards are adopted for the Downtown Business Historic District:

CARTERSVILLE HISTORIC PRESERVATION COMMISSION DOWNTOWN BUSINESS HISTORIC DISTRICT

GENERAL STANDARDS

INTRODUCTION

The following Downtown Business Historic District Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the *U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties*, latest edition, for guidance.

Preservation of character-defining elements of historic buildings is a priority, and alterations and repairs should accurately represent the historic qualities of the buildings. Original documentation shall be used for restoration work, if available. Where original documentation is unavailable, interpretations of similar elements that occurred in the area may be considered.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and as such shall not be considered by the Commission in reviewing said applications.

PART 1- EXISTING STRUCTURES:

1. *Changes in use:*

A change in use is not regulated, but every reasonable effort should be made to provide a compatible use for the building that will require minimal alteration to the building and its site.

2. *Original design character:*

Adhere to the original design character of the building. Analyze the building to determine which elements are essential to its character. Do not alter the structures' facade to make it appear newer or older than it actually is. The historic character of the Downtown Business Historic District should be expressed.

3. *Historical changes:*

Preserve older alterations that have achieved historic significance. An example is an addition or entryway that was added to the original building early in its history. More recent alterations that are not historically significant may be removed.

4. *Plan and implement strategies:*

Evaluate the historic property and create a plan for implementing strategies for preservation, rehabilitation, restoration, reconstruction, alterations to the exterior, and additions.

Rehabilitation work shall not destroy the distinguishing character of the structure. Match the original material when feasible. Alternative materials shall be considered by the Commission. Deteriorated architectural features shall be repaired, rather than replaced, whenever possible. Patch, piece-in, splice, consolidate, or otherwise upgrade the existing material using recognized preservation methods whenever possible. Alternative materials shall be considered by the Commission.

Replacement of missing architectural elements shall be based on accurate duplications of original features. In the event replacement is necessary, the new material shall match that being replaced in design, color, texture, and other physical qualities. The design shall be substantiated by physical or pictorial evidence.

Where reconstruction of an element is impossible because of lack of historical evidence, a new design that relates to the building in general size, scale and material shall be considered using design elements that reflect the building's style.

During repair or rehabilitation, protect and maintain historic features that survive in generally good condition. Treatments include rust removal, caulking, sealing and repainting. Original materials and details that contribute to the historic significance of the structure shall be preserved.

When disassembly of a historic element is necessary for its rehabilitation, one shall use methods that minimize damage to the original materials. Devise methods of replacing the disassembled materials in their original configuration.

5. *Roofs:*

Preserve original pitch and shape of the roof forms where they contribute to the historic character of the building. Replace existing roof materials with the same type of material where it is visible from the street unless an alternative material is approved by the Commission. Rooftop mechanical systems, satellite dishes, and similar devices shall be unobtrusive and located out of public view unless approved by the Commission.

Maintain historic chimneys.

Do not remove ornamental roof features.

Do not use shingled, mansard roofs.

6. *Cornices:*

A cornice is the decorative strip along the top of most historic commercial buildings. It caps off the facade physically and visually. Cornices are usually constructed of brick, wood, cast iron, or sheet metal, and occasionally, the horizontal supporting beam acts as a cornice.

Original cornices shall be preserved. Damaged cornices shall be repaired without disturbing the rest of the cornice, using like materials, unless an alternative material is approved by the Commission.

7. *Upper fronts:*

The upper front of a building is the section of the facade above the main storefront. Do not fill in upper window openings.

A second story addition **shall** maintain the historical architecture of the building. The addition of a front porch or balcony where none existed previously is prohibited unless approved by Commission.

8. *Facades:*

The basic commercial facade consists of two (2) main parts: the storefront and entrance with display windows; and the upper front, usually with regularly spaced windows and a cornice. The storefront and upper front are visually important.

The elements of the facade **shall** be retained as closely as possible to those of the original structure, using existing original materials unless an alternative material is approved by the Commission.

If parts of the facade are missing, design and reconstruction **shall** be based on historical, pictorial, or physical documentation. When documentation is unavailable, a new design for a missing element shall be compatible with the size, scale, and material of the historic building.

9. **Exterior Walls:**

Painting, sealing or applying other types of coatings to unpainted masonry is prohibited without Commission approval. One shall not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.

When repointing brick or other masonry walls, one **shall** use a historic mortar mix (softer than modern mixes), matching the original mortar joints.

Maintain historic exterior materials. As part of a renovation, repair damaged exterior materials with like materials only in the area of damage. One **shall** not use imitation or faux brick, stone, wood siding, metal siding or aggregates on the building façade unless approved by the Commission.

Maintain historic exterior materials. As part of maintenance, repair damaged exterior materials with like materials only in the area of damage. One **shall** not use imitation or faux brick, stone, wood siding, metal siding or aggregates on the building façade unless approved by the Commission.

10. *Storefronts:*

Common historic storefront design consists of large, thinly framed windows and a recessed entrance. Frequently, there is a cornice at the top of the storefront to separate it from the upper facade, and low bulkheads at the base of the storefront to protect the windows and define the entrance.

Historic storefronts **shall** be repaired rather than replaced or covered. Retain historic elements, such as bulkheads or cast iron columns. Storefronts can consist of a variety of materials similar to those of the rest of the building. If replacement of elements is required, new materials **shall** match the original in placement, composition, design, texture and other visual qualities. The frame can be wood, cast iron, or anodized

aluminum. Bulkheads are generally wood panels, aluminum-clad plywood, polished stone, glass, or tile.

Where the original storefront no longer exists, replacement **shall** be based on historical research, physical or pictorial evidence, and be compatible with nearby historic buildings. One **shall not** extend the storefront out of its place in the facade. It should be in the same plane as the upper facade and shall not extend beyond the original opening.

One **shall** retain transom windows, reopening previously covered transoms whenever possible. One **shall not** enclose, replace the window type, cover, or install air-conditioning units in transom windows.

11. *Exterior details:*

Details can be some of the most striking elements of a building's facade. Since the design and size of many commercial buildings are quite similar, their unique decorations should be noted and preserved.

Subtle wood details, such as window moldings, **shall** be retained. One **shall not** add architectural details where none existed before, such as colonial doors, small windowpanes, or storefront shutters unless approved by the Commission.

Decorative tile and structural, pigmented, beveled, stained, leaded or etched glass contributing to the original historic value of the structure **shall** be retained.

All decorative terra cotta and all forms of brick work and stonework **shall** be repaired and maintained. Historic cast iron and sheet metal decorations, common on many nineteenth century buildings, **shall** be preserved.

12. *Windows—Storefront:*

Retain large display windows characteristic of commercial buildings in their original size, shape, and proportions. Preserve original window components, replacing only damaged portions. When replacing glass or restoring windows, retain the original configuration, size and shape of the storefront opening.

Display windows shall use clear glass only; transom windows can be clear, tinted or stained. Neither shall have dividing mullions.

Restore previously enclosed display windows when the original design is documented.

One shall not fill in window spaces or add storm windows which obscure the historic windows. If dropped ceilings cover part of the window openings, have the drop setback so the entire window space appears open from the outside. One shall not add decorative exterior shutters that do not fit the windows.

13. *Windows—Upper front:*

Existing windows shall be repaired unless an alternative is approved by the Commission. If required, replacement windows shall fill the entire opening and match the original windows in material, configuration, and style. If an aluminum frame is used, it shall be painted to match the remaining windows. Storm windows shall be either mounted inside or painted to match the window sash.

Upper story windows help tie together all the facades on a street. They give a building the appearance of vitality and shall not be filled in or covered.

14. *Awnings and canopies:*

The canvas awning was an important design element common in the traditional storefront. Awnings shelter passersby, reduce glare, and conserve energy by controlling the amount of sunlight that hits the store windows. Movable awnings can be retracted allowing the sun to shine into a building in the winter and can be extended to shade the storefront from summer heat. Awnings can also effectively and tactfully disguise inappropriate storefront alterations.

There are a variety of materials for awnings, including canvas, vinyl-coated canvas, and carillon, a synthetic material. Standard street-level awnings shall be mounted between the display windows and the first-floor cornice or sign panel with the valance about seven (7) feet above the sidewalk. They shall reinforce the frame of the storefront without covering up the side piers, and shall project four (4) to seven (7) feet from the building. A twelve-inch valance flap is usually attached at the awning bar and can serve as a sign panel.

Canopies that are intact and are an integral part of the building shall be preserved. For smaller canopies one may consider the addition of a canvas over the rails, and a twelve- to twenty-four-inch skirt along the front and sides.

Guidelines:

Since the average life of an awning is between four (4) and seven (7) years, the only records of authentic awnings are old photographs or renderings, unless awnings have been maintained regularly through the years. Reference old photographs to determine an awning appropriate for a building. An awning can bring attention to a building, but care should be given to its design. Consider how it will appear in relation to the scale of a building to others on the street. An appropriately designed and placed awning can save money, identify a storefront, and create a pleasant sidewalk experience.

15. *Entrances and Doors:*

Retain original recessed entries where they exist. Use building symmetry to suggest location, preferably recessed and canted. Retain tiled entryway floors. On upper levels, maintain historic door placements. One shall not add new entrances to secondary levels on the facade.

Entrance doors on historic commercial buildings usually have a large, clear glass panel and are made of wood, steel, or aluminum. Replacement doors shall resemble the original in design, materials, size and proportions.

Retain doors, hardware, trim and the original number of doors and their original locations. One shall not install unfinished aluminum doors or residential doors. One shall not add transom or sidelight windows where none existed previously.

16. *Building Additions:*

1. Design an addition to be compatible with the historic building in mass, form, materials, and relationship of solid surfaces to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. Construct new additions so that there is the least possible loss of historic fabric and that the character-defining features of the historic building are not destroyed, damaged, or obscured.
4. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.
5. Locate a new addition to the rear of the structure or behind the front façade.
6. New parking lots shall be located to the side or rear of a structure unless an alternate location is approved by the Commission.

PART TWO- NEW BUILDING CONSTRUCTION1. *Building form and scale:*

Any new building constructed in the Downtown Business Historic District will make a significant visual impact on the streetscape. It is important to consider the character and scale of the surroundings and adjacent buildings to insure the new structure will be compatible. New buildings shall appear similar in mass and scale to historic structures in the area. Use building forms and roof forms that match those used historically.

Building height shall be comparable to adjacent structures. Where new building facades will be wider than those found traditionally, subdivide the surface into proportions similar in scale to historic facades by varying setback, roof forms, and materials. New construction shall be sensitive to the size, scale, proportion, material, shape, texture, and rhythm of its neighbors.

2. *Reconstruction*

Infill designs should not attempt to duplicate the period and style of the adjacent buildings, or try to look "old" by using period proportions and materials. The designs should complement the buildings in the area but represent the style of the period in which it is built.

Reconstruction may be considered as a treatment when: 1) a contemporary depiction is required to understand and interpret a property's historic value, (2) no other property with the same associative value has survived; and, 3) when sufficient historical documentation exists to ensure an accurate reproduction.

3. *Building orientation and site-placement:*

New buildings will respect the placement of nearby historic buildings by being placed at a setback equal to that of nearby similar historic buildings or similar buildings within the district. It is required to align new buildings with the established setbacks of the area. Nontraditional lots can be given special consideration by the HPC.

Buildings with party walls, such as those along Wall Street, Main Street, Public Square, and East Church Street (under the bridge) shall maintain zero lot line placement. New buildings on these streets will not have side setbacks, but will use party walls.

4. *Entrance orientation:*

New construction will face the same street as nearby similar buildings. Respect traditional designs used for building entrances of similar buildings in the district, using, for example, a recessed entrance where appropriate.

5. *Windows:*

The size and proportion of window and door openings of a building shall be similar to those on surrounding facades. The same applies to the ratio of window area to solid wall for the facade as a whole. Maintain the rhythm of the surrounding windows.

6. *Materials:*

Use building materials that are similar to those employed historically for all major surfaces. Brick, stone and terra cotta may be used in unlimited quantities.

Wood may be used on the first story (store-front level) for architectural elements such as pilasters, cornices, decorative raised panels, etc., but wood shall not be used as a general siding material.

Concrete and precast concrete use is limited to architectural elements such as window hoods, cornices, columns and capitals. Glazed block or ceramic tile may be used as accent material only.

Prohibited materials on building facades include metal, aluminum, or vinyl siding and preformed panels, or porcelain or baked enamel metal panels. Other materials may be used if their appearances are similar to those of historic building materials.

7. *Plant beds and plantings:*

The goal is to beautify the district and make it more pleasant for pedestrian traffic. Locate plantings in traditional areas of the site, such as along fences, walks, and foundations. Well-maintained concrete planters that harmonize with nearby buildings and existing streetscape are recommended.

8. *Walls and fences:*

The goal is to maintain the pattern of existing fencing in the Downtown Business Historic District and to use fencing and walls to screen parking and storage areas. Maintain traditional fence lines or dominant fence lines in the vicinity. New fence and wall designs shall be appropriate for the primary structure and reinforce the pedestrian scale instead of forming barriers or exclusionary walls.

Privacy fences shall not be placed flush with the facade of a building.

New fences should limit their impact by being placed behind the rear elevation and by using traditional materials, such as wood. Any obtrusive fence shall be further screened from public view by evergreen vegetation or a second traditional fence.

9. *Pavement:*

Historic walks and drives shall be repaired rather than replaced. If replacement is required, new materials shall match the original in placement, composition, design, texture and other visual qualities as determined by the Commission.

10. *Parking lots:*

Parking lots shall not be allowed in the front yard. Side or rear locations are required. Plan parking lots to be subdivided into small components so that the visual impact of large paved areas is reduced. Include islands of plantings in the interior of lots, and provide planting buffers at the edges of parking lots.

If walls are required to screen parking lots, then they shall be constructed at a height that screens parked vehicles. The facade line of nearby historic buildings shall be maintained. Traditional materials, such as brick, shall be used.

11. *Service areas and equipment:*

Screen service equipment and trash containers from public view. The visual impact of mechanical and electrical equipment shall be minimized. (See also walls and fences.)

12. *Signs:*

Signs shall be subordinate to the architecture and overall character throughout the district. Sign materials shall be compatible with the building materials. The types and sizes of signs allowed are defined in the sign ordinance of the City of Cartersville.

Position flush-mounted signs so they will fit within architectural features. Locate flush signs so they do not extend beyond the outer edges of the building front. Avoid obscuring ornament and detail.

Locate projecting signs along the first floor level of the facade. Positions near the building's entrance are encouraged. Locate pole-mounted signs in landscaped areas.

Where several businesses share a building, coordinate the signs. Align several smaller signs, or group them onto a single panel. Use similar forms or backgrounds for the signs to visually tie them together.

13. *Additions:*

New additions shall not obscure or confuse the essential form and character of the original building. Exteriors shall be compatible with the size, scale, material, and character of the main building and its environment.

New additions shall not be allowed that would hinder the ability to interpret the design character of the historic period of the district. Site additions back from the building front so they will not alter the historic rhythm of building fronts.

When locating additions to historic buildings, maintain the pattern created by the repetition of building fronts in the area. Locate additions so they will not obscure or damage significant ornamentation or detail. Special moldings, decorative windows, or

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dormers shall be preserved. Generally, additions shall be sited to the side or rear of the original structure.

14. *Demolition:*

Before demolition, one shall submit a site plan to the Commission for review that illustrates the proposed site development or plantings to follow demolition.

During and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.

After demolition, clear the site promptly and thoroughly. Plant or develop the site promptly as approved in the proposed site plan.

(e) *Effective date.* This district shall become effective on April 1, 2004.

(Ord. No. 04-04, § 2, 2-5-04)

Sec. 9.25-XX (53 to 56) All Residential Districts (Olde Town, West End, Cherokee-Cassville, Grainger Hill). The design standards for the four residential districts may be replaced by one set of residential design standards.

INTRODUCTION

The following Residential Design Standards are intended to identify the character-defining features of a site or structure used in determining the compatibility of the proposed alteration, repair, renovation, rehabilitation or restoration of an existing structure or the construction of a new structure regarding the appropriateness of the size, location, materials, style, rhythm, and any other quality deemed as contributing to the character of a historic property or structure as determined by the Historic Preservation Commission (Commission).

For items not addressed by the following standards or guidelines, the Commission will refer to the U.S. Department of the Interior, Secretary of the Interior Standards for the Treatment of Historic Properties, latest edition, for guidance.

In filing for a Certificate of Preservation all standards shall be complied with and so demonstrated on said application and supporting documentation. Guidelines, as indicated herein, may or may not be demonstrated in the application or supporting documentation for a Certificate of Preservation. Maintenance recommendations, if any, are included for informational purposes only and are not required to be included in an application for a Certificate of Preservation and, as such, shall not be considered by the Commission in reviewing said applications.

Generally:

1. It is not appropriate to introduce structures or contemporary equipment such as satellite dishes, solar collectors, playground equipment, heating and air units, storage units, and swimming pools, in locations that compromise the historic character of the building or site. Locate such features unobtrusively, and screen them from view.
2. When planning to alter the topography of a site substantially through grading, filling, or excavation, one shall contact the Cartersville Planning and Development Department to confirm that the proposed changes comply with the city building code and development regulations.
3. When remodeling historic structures or constructing new structures in historic districts, care shall be taken in retaining and preserving the historic relationship between buildings and related features of the district, to include but not be limited to, site topography, retaining walls, foundation plantings, hedges, walkways, driveways, parking lots, trees, gardens, yards, arbors, ground cover, fences, accessory buildings, patios, terraces, and significant vistas and views.

PART ONE- MAINTAINING, REPAIRING, AND REPLACING EXISTING STRUCTURES**A. Wood:**

1. Repair historic wooden features using the recognized preservation methods for patching, consolidating, splicing, and reinforcing.
2. If replacement of a deteriorated detail or element of a wooden feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials only if using the original material is not feasible.
3. If replacement of an entire wooden feature is necessary, replace it in kind, matching the original in design, dimension, detail, and texture. Use compatible substitute materials only if using the original material is not feasible.
4. If a wooden feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, material, and texture with the historic building and district.
5. One shall not clean wooden features and surfaces with destructive methods such as sandblasting, power washing, and using propane or butane torches. Clean using gentle methods such as low-pressure washing with detergents and natural bristle brushes. Chemical strippers can be used only if gentler methods are ineffective.
6. One shall not strip historically painted surfaces down to bare wood and apply clean stains or finishes to create a natural wood appearance.
7. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
8. One shall not replace or cover wooden siding, trim, or window sashes with contemporary substitute materials such as aluminum, masonite or vinyl without approval from the Commission. However, in order to maintain continuity, material for additions, as well as out buildings, shall closely match the house.
9. One shall not introduce wooden features or details to a historic building to create a false historic appearance.
10. Preserve wooden features that contribute to the overall historic character of a building and site, including such functional and decorative elements as siding, shingles, cornices, architrave, brackets, pediments, columns, balustrades, and architectural trim.
11. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed.
 - a. When retaining and cleaning painted surfaces, it is required that the gentlest means possible be used. It is further required that historic structures be painted only when the paint film is damaged or deteriorated.
 - b. Protect and maintain wooden surfaces and features through appropriate methods. Inspect for and repair signs of moisture damage, mildew, and fungal or insect infestation. Keep wooden joints properly sealed or caulked to prevent moisture infiltration.
 - c. Treat traditionally unpainted, exposed wooden features with chemical preservatives to prevent or slow their decay and deterioration.

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- d. Retain protective surface coatings, such as paint, to prevent damage from ultraviolet light and moisture.

B. Masonry:

1. Retain and preserve masonry features that contribute to the overall historic character of a building and a site, including walls, foundations, roofing materials, chimneys, cornices, quoins, steps, buttresses, piers, columns, lintels, arches, and sills.
2. Protect and maintain historic masonry materials, such as brick, terra cotta, limestone, granite, stucco, slate, concrete, cement block, and clay tile, and their constructive features, including bond patterns, corbels, water tables, and unpainted surfaces.
3. Repair historic masonry surfaces and features using recognized preservation methods for piecing-in, consolidating, patching damaged or deteriorated masonry. One shall not apply a waterproof coating to exposed masonry.
4. Repoint masonry mortar joints if the mortar is cracked, crumbling, or missing or if damp walls or damaged plaster indicate moisture penetration.
5. Before repointing, carefully remove deteriorated mortar using hand tools. Replace the mortar with new mortar that duplicates the original in strength, texture, and composition. Match the original mortar joints in width and profile.
6. If replacement of a deteriorated detail, module, or element of a masonry feature or surface is necessary, replace only the deteriorated portion in kind rather than the entire surface or feature. Use compatible substitute materials only if using the original material is not technically feasible.
7. If replacement of a large masonry surface or entire feature is necessary, replace it in kind, with matching, substitute materials only if using the original material is not technically feasible.
8. If a masonry feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible with the scale, size, and material of the historic building and district.
9. **One shall not paint, coat, or waterproof unpainted masonry surfaces.** Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
10. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Inspect surfaces and features for signs of moisture damage, vegetation, structural cracks or settlement, deteriorated mortar, and loose or missing masonry units.
 - b. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces, collecting on decorative elements or along foundations and piers, and rising through capillary action.
 - c. Clean masonry only when necessary to remove heavy soiling or prevent deterioration. Use the gentlest means possible.
 - d. Repaint painted masonry surfaces when needed.
 - e. Test any cleaning technique, including chemical solutions, on an inconspicuous sample area well in advance of the proposed cleaning to evaluate its effects. One

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shall not clean masonry features and surfaces with destructive methods, including sandblasting, high-pressure water blasting, and power washing.

C. *Architectural metals:*

1. Retain and preserve architectural metal features that contribute to the overall historic character of a building and a site, including such functional and decorative elements as roofing, flashing, cornices, railings, hardware, casement windows, and fences.
2. Retain and preserve architectural metals, such as copper, tin, brass, cast iron, wrought iron, lead, and terneplate, which contribute to the overall historic character of the district.
3. If replacement of deteriorated detail or element of an architectural metal feature is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original detail or element in design, dimension, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
4. If replacement of an entire architectural feature is necessary, replace it in kind, matching the original feature in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible
5. If an architectural metal feature is completely missing, replace it with a new feature based on accurate documentation of the original design or a new design compatible in scale, size, and material with the historic building and district.
6. Repair deteriorating architectural metal features and surfaces using recognized preservation methods for splicing, patching, and reinforcing.
7. One shall not introduce architectural metal features or details to a historic building in an attempt to create a false historical appearance.
8. One shall not patch metal roofs or flashing with tar or asphalt products.
9. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain architectural metal surfaces and features through appropriate methods:
 1. Inspect for signs of moisture damage, corrosion, structural failure or fatigue, galvanic action, and paint film failure.
 2. Provide adequate drainage to prevent water from standing on flat, horizontal surfaces and collecting on decorative elements.
 3. Clear metal roofs and gutters of leaves and debris.
 - b. Retain protective surface coatings, such as paint and lacquers, to prevent corrosion.
 - c. Clean when necessary to remove corrosion or to prepare for recoating. Use the gentlest effective method.
 - d. Repaint promptly when paint film deteriorates.
 - e. Clean soft metals, including lead, tin, terneplate, and copper, with chemical solutions after pretesting them to ensure that they do not damage the metal surface.

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It is not appropriate to clean soft metal surfaces with destructive methods like grit blasting.

- f. Clean hard metals such as cast iron, wrought iron, and steel using the gentlest means possible. Consider low-pressure glass bead blasting only if hand scraping and wire brushing have been ineffective.

D. *Paint:*

1. Preserve and protect original exterior building surfaces and site features that were painted by maintaining a sound paint film on them.
2. One shall not paint brick, stone, copper, bronze, concrete, or cement block surfaces that were historically unpainted. Do not sandblast exterior surfaces. Use the gentlest means possible to clean exterior materials.
3. One shall not replace painted wooden siding that is sound with new siding to achieve a uniformly smooth wooden surface.
4. One shall not remove paint films through destructive methods such as sandblasting, water blasting, power washing, or the use of propane or butane torches.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain previously painted exterior surfaces in appropriate ways:
 1. Inspect painted surfaces for signs of discoloration, moisture damage, mildew, and dirt buildup.
 2. Clean painted surfaces to avoid unnecessary repainting. Use the gentlest means possible.
 3. Remove deteriorated and peeling paint films to the first sound paint layer before repainting. Use the gentlest means possible, such as hand scraping and hand sanding. Use electric heat guns and plates with caution and only if gentler methods are ineffective.
 4. Ensure that surfaces to be repainted are clean and dry, and that any exposed wood or metal surface has been primed so that new paint will bond properly.
 - b. Repaint previously painted surfaces with compatible paint.

E. *Roofs:*

1. Retain and preserve roofs and roof forms that contribute to the overall historic character of a building, including their functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, and cornices, unless approved by the Commission.
2. If replacement of a partially deteriorated roof feature is necessary, replace only the deteriorated portion in kind to match the original feature in design, dimension, detail, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
3. If full replacement of a deteriorated historic roofing material or feature is necessary, replace it in kind, matching the original in scale, detail, pattern, design, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.

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4. If a roof feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, and material, with the historic building and district.
5. One shall not remove a roof feature that is important in defining the overall historic character of a building rather than repair and replace it.
6. If new gutters and downspouts are needed, install them so that no architectural features are lost or damaged. Retain the shape of traditional half-round gutters and downspouts if replacing them.
7. One shall not replace concealed, built-in gutter systems with exposed gutters.
8. One shall not introduce new roof features such as skylights, dormers, or vents if they will compromise the historic roof design, or damage character-defining roof materials or the character of the historic district.
9. One shall not install ventilators, solar collectors, antenna, skylights, or mechanical equipment in locations that compromise character defining roofs or on roof slopes prominently visible from the street.
10. One shall not install exposed tarpaper rolls as a finished roofing material or roofing tar as a replacement for valley flashing.
11. One shall not patch any roofing or flashing with tar or asphalt product.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the metal, wooden, and masonry elements of historic roofs through appropriate methods:
 1. Inspect for signs of deterioration and moisture penetration.
 2. Clean gutters and downspouts to ensure proper drainage.
 3. Replace deteriorated flashing as necessary.
 4. Reapply appropriate protective coats to metal roofs as necessary.
 5. Maintain adequate ventilation of roof sheathing to prevent moisture damage.
 6. Ensure that roofing materials are adequately anchored to resist wind and water.
 7. Re-fasten loose (or replace damaged) shingles, slates, or tiles.
 - b. Repair historic roofs and their distinctive features through recognized preservation methods for resetting or reinforcing.

F. *Exterior walls:*

1. Retain and preserve exterior walls that contribute to the overall historic form and character of a building, including their functional and decorative features, such as cornices, foundations, bays, quoins, arches, water tables, brackets, and entablatures.
2. Retain and preserve exterior wall materials that contribute to the overall historic character of a building, including brickwork, stucco, stone, wooden shingles, wooden siding, asbestos siding, and metal, wooden, or masonry trim work.
3. Repair exterior wall surfaces, details, and features using recognized preservation repair methods for the surface material or coating.

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4. If the replacement of a deteriorated detail or element of an exterior wall is necessary, replace only the deteriorated portion in kind rather than the entire feature. Match the original in design, dimension, detail, texture, pattern, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
 5. If replacement of an entire exterior wall or feature is necessary because of deterioration, replace it in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible. 6. If an exterior wall or feature is completely missing, replace it with a new wall or feature based on accurate documentation of the original or new design compatible with the historic character of the building and the district.
 7. One shall not introduce new features such as window or door openings, bays, vents, balconies, or chimneys to character-defining exterior walls if this will compromise the architectural integrity of the building.
 8. One shall not remove or cover any material detail associated with exterior walls, including decorative shingles, panels, brackets, bargeboards, and corner boards unless supported by historic documentation.
 9. One shall not cover historic wall material, including wooden siding, wooden shingles, stucco, brick, and stonework, with coatings or contemporary substitute materials.
 10. It is not appropriate to introduce features or details to an exterior wall that would create a false historical appearance.
- G. *Driveways, walkways and off-street parking:*
1. During rehabilitation and/or repair which requires a Certificate of Preservation the following standards shall be observed:
 - a. Driveways, walkways and off-street parking should be gravel, brick, concrete, or paved with appropriate textured asphalt.
 - b. Care should be taken not to injure nearby trees by intruding on the root areas.
 - c. Design new driveways, walkways to be compatible in location, spacing, configuration, and dimension with existing walkways and driveways that contribute to the overall historic character of the district.
 - d. One shall not locate new parking areas where they are visible from the street, or to significantly alter the proportion of built area to yard area.
 - e. One shall not locate parking where it will obstruct the principal structure.
- H. *Lighting:*
1. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Lighting of walkways, driveways and off-street parking shall retain and preserve mechanically sound exterior fixtures that contribute to the overall historic character of a building, site or streetscape.
 - b. If replacing missing or deteriorated historical exterior fixtures, replace with fixtures that are similar in appearance, scale, and material to the original.

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- c. The introduction of indiscriminate permanent area lighting, illuminating facades of houses with harsh floodlight, or creating a runway effect with multiple footlights along front walks is not allowed unless approved by the Commission.

- I. *Windows and doors:*

1. Retain and preserve windows that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, sash, muntins, sills, heads, moldings, surrounds, hardware, shutters, and blinds.
2. Retain and preserve doors that contribute to the overall historic character of a building, including their functional and decorative features, such as frames, glazing, panels, sidelights, fanlights, surrounds, thresholds, and hardware.
3. If replacement of a deteriorated window or door feature or detail is necessary, replace only the deteriorated feature in kind rather than the entire unit. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.4. If replacement of a deteriorated window or door unit is necessary, replace the unit in kind, matching the design and dimension of the original sash or panels, pane configuration, architectural trim, detailing, and materials. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
5. If a window or a door is completely missing, replace it with a new unit based on accurate documentation of the original or a new design compatible with the original opening and the historic character of the building.
6. Replace deteriorated or missing wooden shutters with historically appropriate wooden shutters sized to fit the opening. Do not introduce shutters on a historic building if no evidence of earlier shutters exists.
7. If additional windows and doors are necessary for a new use, install them on a rear or non-character-defining facade of the building, but only if they do not compromise the architectural integrity of the building. Design such units to be compatible with the overall design of the building, but not to duplicate the original.
8. One shall not remove original doors, windows, shutters, hardware, and without approval from the Commission.
9. One shall not remove any detail material associated with windows and doors, such as stained glass, beveled glass, textured glass, or tracery, unless supported by historic documentation.
10. One shall not use snap-in muntins to create false divided-light appearance.
11. One shall not replace clear glazing with tinted or opaque glazing.
12. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. Protect and maintain the wood and metal elements of historic windows and doors through appropriate methods:
 1. Inspect regularly for deterioration, moisture damage, air infiltration, paint failure, and corrosion.
 2. Clean the surface using the gentlest means possible.
 3. Limit paint removal and reapply protective coatings as necessary.

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4. Reglaze sash as necessary to prevent moisture infiltration.
 5. Weather-strip windows and doors to reduce air infiltration and increase energy efficiency.
- b. Repair historic windows and doors and their distinctive features through recognized preservation methods for patching, consolidating, splicing, and reinforcing.
 - c. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with the existing meeting rail.
 - d. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door and frame. Select storm doors with a painted, stained, or baked-enamel finish that is compatible with the existing door. Bare aluminum storm doors are not appropriate.
 - e. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.

J. *Entrances, porches, and balconies:*

1. Retain and preserve entrances, porches, and balconies that contribute to the overall historic character of a building, including such functional and decorative elements as columns, pilasters, piers, entablatures, balustrades, sidelights, fanlights, transoms, steps, railings, floors, and ceilings.
2. When repairing historic entrances, porches, balconies and their distinctive features and materials, use recognized preservation methods for patching, consolidating, splicing, and reinforcing.
3. If replacement of a deteriorated detail or element of an entrance, porch or balcony feature is necessary, replace only the deteriorated detail or element in kind rather than the entire feature. Match the original in design, dimension, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible.
4. If replacement of an entire entrance, porch or balcony feature is necessary because of deterioration, replace in kind, matching the original in design, dimension, detail, texture, and material. Use compatible substitute materials as determined by the Commission only if using original materials is not technically feasible..
5. If a feature or an entire entrance, porch or balcony is missing, replace it with a feature based on accurate historic documentation or a new design compatible with the historic character of the building and the district.
6. One shall not enclose a front porch or balcony without approval from the Commission. 7. One shall not remove any detail material associated with entrances and porches, such as graining, spindle-work, beveled glass, or beaded board, unless supported by historic documentation.
8. One shall not remove an original entrance or porch or add a new entrance or porch on a primary facade.

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9. One shall not introduce features or details to a historic entrance, porch or balcony that would create a false historical appearance.

K. *Utilities and energy retrofit:*

1. If a new mechanical system is needed, install it so that it causes the least amount of alteration to the building's exterior facades, historic building fabric, and site features.
2. Increase the thermal efficiency of historic buildings by observing appropriate traditional practices, such as weather stripping and caulking, and by introducing energy-efficient features, such as awnings, operable shutters, and storm windows and doors, where appropriate.
3. Retain and preserve the inherent energy-conserving features of historic buildings and their sites, including shade trees, porches, awnings, and operable windows, transoms, shutters, and blinds.
4. Locate portable window air-conditioning units on rear facades or inconspicuous side facades.
5. During rehabilitation and/or repair which requires a Certificate of Preservation, the following standards shall be observed:
 - a. If desired, introduce narrow-profile exterior or interior storm windows so that they do not obscure or damage the existing sash and frame. Select exterior storm windows with a painted or baked-enamel finish that is compatible with the sash. For double-hung windows, operable storm window dividers should align with existing meeting rails.
 - b. If desired, introduce full-light storm doors constructed of wood or aluminum that do not obscure or damage the existing door or frame. Select storm doors with a painted, stained, or baked-enamel finished that is compatible with the existing door. Bare aluminum storm doors and storm windows are not appropriate.
 - c. If desired and where historically appropriate, install fabric awnings over window, door or porch openings with care to ensure that historic features are not damaged or obscured.
 - d. In general, the introduction of underground utility lines to reduce the intrusion of additional overhead lines and poles is encouraged. However, in trenching, take care to avoid archaeological resources and the roots of trees.

L. *Accessibility, health, and safety considerations:*

1. In considering changes to a historic building, review accessibility and life safety code implications to determine if the proposed change is compatible with the building's historic character and setting or will compromise them.
2. Meet accessibility and life-safety building code requirements in such a way that the historic building's character-defining facades, features, and finishes are preserved.
3. Determine appropriate solutions to accessibility with input from the Commission, historic preservation specialists and local disability groups.
4. Introduce new or additional means of access that are reversible and that do not compromise the original design of a historic entrance or porch.
5. Work with code officials to explore alternative methods of equal or superior effectiveness in meeting safety code requirements while preserving significant historic features.

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6. Locate fire doors, exterior fire stairs, or elevator additions on side or rear facades. Design such elements to be compatible in character, materials, scale, proportion, and finish with the historic building.

M. *Aesthetic recommendations:*

1. Survey in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
2. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip lines of trees.
3. Limit the size and scale of an addition in relationship to the historic building so that it does not diminish or visually overpower the building.

PART TWO- ADDITIONS AND NEW BUILDING CONSTRUCTION

A. Additions to historic buildings:

1. Design an addition to be compatible with the historic building in mass, materials, and relationship of solids to windows and doors in the exterior walls, yet make the addition discernible from the original.
2. One shall not construct an addition if it will detract from the overall historic character of the principal building and the site, or if it will require the removal of a significant building element or site feature.
3. One shall not construct an addition that significantly changes the proportion of built mass to open space on the individual site.
4. Construct new additions so that there is the least possible loss of historic fabric and so that the character-defining features of the historic building are not destroyed, damaged, or obscured.
5. Design new additions so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and view are retained.
6. Locate a new addition on an inconspicuous elevation of the historic building, usually the rear one.

B. New Building Construction:

1. New site construction shall be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of orientation, and distance from adjacent buildings.
2. Design new construction so that the overall character of the site, site topography, character-defining site features, trees, and significant district vistas and views are retained.
3. Evaluate in advance and limit any disturbance to the site's terrain during construction to minimize the possibility of destroying unknown archaeological resources.
4. Design new buildings to be compatible with surrounding buildings that contribute to the overall character of the historic district in terms of height, form, size, scale, massing, proportion, and roof shape.

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5. Design the proportion of the proposed new building's front facade to be compatible with the front facade proportion of surrounding buildings.
6. Design the spacing, placement, scale, orientation, proportion, and size of window and door openings in proposed new construction to be compatible with surrounding buildings that contribute to the special character of the historic district.
7. Select windows and doors for proposed new building that are compatible in material, subdivision, proportion, pattern, and detail with the windows and the doors of surrounding buildings that contribute to the special character of the historic district.
8. Select materials and finishes for proposed new buildings that are compatible with historic materials and finishes found in surrounding buildings that contribute to the special character of the historic district in terms of composition, scale, module, pattern, detail, texture, finish and sheen.
9. Design new buildings so that they are compatible with but discernible from historic buildings in the district.

Recommendations:

1. Protect large trees and other significant site features from immediate damage during construction and from delayed damage due to construction activities, such as loss of root area or compaction of the soil by equipment. It is especially critical to avoid compaction of the soil within the drip line of trees.

PART THREE- RELOCATION OF STRUCTURES

1. Before moving a historic structure, document its original setting and context. Use photographs, site plans, or other graphic or written statements to record existing site conditions.
2. Enlist contractors experienced in moving historic buildings to do the following:
 - a. Determine the structural condition of the property before the move.
 - b. Coordinate the move with the utility companies and appropriate city departments.
 - c. Protect the structure from vandalism or weather damage before, during and after the move.
 - d. Minimize structural damage during the move.
3. Relocate a structure within the historic district only if it is determined to be architecturally compatible with the adjacent buildings according to the guidelines for new construction.
4. Relocate a structure on a site within a historic district according to new construction guidelines for siting, orientation, plantings, and other pertinent aspects of site and setting.
5. Ensure that the relocation of a structure will not diminish or damage existing historic district buildings or the overall character of the district. Pay particular attention to the tree canopy along the route of the move.

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6. Provide the HPC with site plan information for the proposed site features and plantings of the new setting, including information on accessory buildings, driveways, site lighting, and parking areas.
7. If the original site of the structure to be relocated is within a historic district, before the move, submit to the Commission a site plan for proposed site features and plantings of the original site after the relocation.
8. Protect significant site features of the original site, the new site, and the route of the move during relocation.

PART FOUR- DEMOLITION

1. Before demolition, submit a site plan to the Commission illustrating proposed site development or plantings to follow demolition.
 2. During demolition, ensure the safety of any adjacent properties and historic resources. Also, during and after demolition, protect the trees on the site from damage due to compaction of the soil by equipment or materials.
 3. After demolition, clear the site promptly and thoroughly.
 4. After demolition, plant or develop the site promptly as approved in the proposed site plan.
- (e) *Effective date.* This district shall become effective on April 1, 2004.

(Ord. No. 04-04, § 2, 2-5-04; Ord. No. 51-08, § 1, 12-4-08)

HPC Design Standard Revisions---Phase 1
 SHPO comments from Sarah Rogers dated 11-7-19.

Comment No.	SHPO Comment	Comment Incorporated into Phase 1 Revisions?	Comment to be Considered in a Future Revision?	City Ord. Section Affected	Residential (R) or DBD
1	50 years of age or older	Y	---	9.25-37	---
2	consider: if a rezoning is required for a use change, formally ask the HPC for comment. If so, define process.	N	Not likely for zoning review. Likely for defining process	9.25-52, Part 1 (1)	DBD
3	historic	Y		9.25-52, Part 1 (2)	DBD
4	---	---	---	---	DBD
5	How are you defining this? What qualifies something as historically significant? What if the removal of recent alterations will damage the historic fabric?	N	Y	9.25-52, Part 1 (3)	DBD
6	When replacement is required, new features shall (should?) match the old in terms of design, texture, and when possible, materials.	N	Y	9.25-52, Part 1 (4)(par. 2)	DBD
7	consider having some rubric or guide for the commission about how they should determine if the level of deterioration warrants replacement vs. if it's able to be repaired.	N	Y	9.25-52, Part 1 (4)(par. 2)	DBD
8	consider having a separate style guide (either that you create yourself, pulled out of recent survey report, or use academic source) for common styles in the district & their character-defining features to cite if needed.	N	Y	9.25-52, Part 1 (4)(par. 4)	DBD
9	at closely resembles the makeup of the original mortar mix.	N	Y	9.25-52, Part 1; (9)(par. 4)	DBD
10	historic instead of original to capture historic elements that have come of age	Y	---	9.25-52, Part 1; (9)(par. 10)	DBD
11	such as	Y	---	9.25-52, Part 1; (11)(par. 2)	DBD
12	comma	Y	---	9.25-52, Part 1; (11)(par. 2)	DBD
13	remove	Y	---	9.25-52, Part 1; (11)(par. 4)	DBD
14	, configuration, and	Y	---	9.25-52, Part 1; (12)(par. 1)	DBD
15	when added, storm windows should be removable & framing elements should line up with existing window framing.	N	Y	9.25-52, Part 1; (12)(par. 4)	DBD
16	same comment as above re: storm windows	N	Y	9.25-52, Part 1; (13)(par. 1)	DBD

Item # 4

HPC Design Standard Revisions---Phase 1
 SHPO comments from Sarah Rogers dated 11-7-19.

Comment No.	SHPO Comment	Comment Incorporated into Phase 1 Revisions?	Comment to be Considered in a Future Revision?	City Ord. Section Affected	Residential (R) or DBD
17	remove	Y	---	9.25-52, Part 1; (14)(par. 4)	DBD
18	If restoring previously-enclosed entrances,	N	Y	9.25-52, Part 1; (15)(par. 1)	DBD
19	formatting + additional standard suggestion: ensure new construction is secondary to the historic building.	N	Y	9.25-52, Part 1; (16)(5)	DBD
20	---	---	---	---	DBD
21	move to materials section? Doesn't fit here.	N	Y	9.25-52, Part 2; (2)(par. 1)	DBD
22	remove	Y	N	9.25-52, Part 2; (6)(par. 4)	DBD
23	this seems more appropriate for rehab section, not new construction.	N	Y	9.25-52, Part 2; (9)	DBD
24	was this for additions or new construction or non-contributing buildings? Not internally consistent with additions section in part 1.	N	Y	9.25-52, Part 2; (13)(par. 2)	DBD
25	Also consider having staff reviewer reach out to HPD archaeologists to confirm if any known archaeological sites are within the project area.	N	Y	9.25-xx (53 to 56) Intro/ Generally (2)	R
26	Passive voice – use: care should be taken...	Y	---	9.25-xx (53 to 56) Intro/ Generally (3)	R
27	Remove. Anything within the district boundaries is designated, doesn't need to be explicitly called out.	Y	---	9.25-xx (53 to 56) Intro/ Generally (3)	R
28	parking lots	Y	---	9.25-xx (53 to 56) Intro/ Generally (3)	R
29	Font different than rest of document	Y	---	9.25-xx (53 to 56) Part 1; (A)(2)	R
30	OK for additions and outbuildings to have contemporary materials if they are contemporary construction.	N	Y	9.25-xx (53 to 56) Part 1; (A)(8)	R
31	That would create.... Applicants intent to create false history doesn't matter, just that the end product would result in it.	Y	---	9.25-xx (53 to 56) Part 1; (A)(9)	R
32	Recommend having a chart somewhere in here that IDs what kind of projects need a CoP/what level review (staff, HPC, no CoP needed)	N	Y	9.25-xx (53 to 56) Part 1; (A)(11)	R

HPC Design Standard Revisions---Phase 1
 SHPO comments from Sarah Rogers dated 11-7-19.

Comment No.	SHPO Comment	Comment Incorporated into Phase 1 Revisions?	Comment to be Considered in a Future Revision?	City Ord. Section Affected	Residential (R) or DBD
33	These could also be incorporated into a property maintenance section to help target demolition by neglect issues if they are present here	N	Y	9.25-xx (53 to 56) Part 1; (A)(11)(a-d)	R
34	Remove, qualifies this statement to only when repair is necessary. Some folks will want to apply waterproof coatings when repair is not necessary.	Y	---	9.25-xx (53 to 56) Part 1; (B)(3)	R
35	...cover, paint, coat, or waterproof...	N	Y (what does "cover" mean tarp, plywood, stucco, other?)	9.25-xx (53 to 56) Part 1; (B)(9)	R
36	remove	Y	---	9.25-xx (53 to 56) Part 1; (C)(9)(e)	R
37	unless supported by historic documentation.	Y	---	9.25-xx (53 to 56) Part 1; (F)(8)	R
38	That would	Y	---	9.25-xx (53 to 56) Part 1; (F)(10)	R
39	Add: Do not introduce new fixtures that would create a false historic appearance.	N	Y	9.25-xx (53 to 56) Part 1; (H)	R
40	Remove. Blinds are interior change that is not in commission's purview.	Y	---	9.25-xx (53 to 56) Part 1; (I)(8)	R
41	remove	Y	---	9.25-xx (53 to 56) Part 1; (I)(8)	R
42	unless supported by historic documentation	Y	---	9.25-xx (53 to 56) Part 1; (I)(9)	R
43	consider using positive tone here: one shall use true divided light windows.	N	Y	9.25-xx (53 to 56) Part 1; (I)(10)	R
44	Remove all references to color + add this language somewhere: when added, storm windows should be removeable & framing elements of the new storm window should line up with existing framing elements	N	Y	9.25-xx (53 to 56) Part 1; (I)(12)(c)	R
45	historic	Y	---	9.25-xx (53 to 56) Part 1; (J)(5)	R
46	unless supported by historic documentation	Y	---	9.25-xx (53 to 56) Part 1; (J)(6)	R
47	remove	Y	---	9.25-xx (53 to 56) Part 1; (J)(8)	R
48	that would	Y	---	9.25-xx (53 to 56) Part 1; (J)(9)	R

HPC Design Standard Revisions---Phase 1
 SHPO comments from Sarah Rogers dated 11-7-19.

Comment No.	SHPO Comment	Comment Incorporated into Phase 1 Revisions?	Comment to be Considered in a Future Revision?	City Ord. Section Affected	Residential (R) or DBD
49	see comments about storms in previous section	N	Y	9.25-xx (53 to 56) Part 1; (K)(6)(a & b)	R
50	add: ramps should be located on a non-primary elevation, when feasible. They should not be anchored into the building.	N	Y	9.25-xx (53 to 56) Part 1; (L)	R
51	Move to next section	N	Y	9.25-xx (53 to 56) Part 1; (M)	R
52	Think about explicitly addressing dormer/ or second floor/pop-top additions somewhere in here	N	Y	9.25-xx (53 to 56) Part 2; (M)	R
53	To be secondary to the historic building	N	Y	9.25-xx (53 to 56) Part 2; (A)(1)	R
54	Add: new buildings should be representative of their own time.	N	Y	9.25-xx (53 to 56) Part 2; (B)(9)	R
55	Internal recommendation: if relocation is within a National Register-listed district or is an individually-listed property, contact HPD's National Register staff to discuss how the relocation may impact the NR status.	N	Y	9.25-xx (53 to 56) Part 3	R



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Alarm Registration Ordinance**

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	<p>The Cartersville Police Department is requesting a change to the existing city ordinance regulating burglar alarms. The request is being made so the agency can adequately track repetitive false alarms and submit invoices to those who violate the ordinance as it currently stands. In order to do so, the agency needs accurate resident/business information, such as alarm company, billing address, and contact information. As it stands now, our New World reporting system generates monthly invoices and assigns the mailing address of the alarm location. However, many of residents of the false alarms do not receive mail at the location of the alarm but at different locations such as a post office box. A majority of the businesses receiving invoices do not receive mail locally and rely on a corporate office to pay the invoices (Chick-fil-A, Tractor Supply, Aldi, etc.). In addition, when residents move or businesses change, we are left invoicing based on old data, which can easily be corrected if the ordinance is amended requiring the resident/business to register their alarms and provide updated, accurate information.</p>
City Manager's Remarks:	<p>This would help the Police Department when trying to regulate burglar alarms and tracking repetitive false alarms. The alarm registration ordinance would require the resident/business to register their alarms and provide updated information. This is the first reading.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

P O L I C E D E P A R T M E N T

To : Tamara Brock
From : Jason DiPrima
Date : February 17, 2020
Ref : Burglar alarm ordinance amendment

The Cartersville Police Department is requesting a change to the existing city ordinance regulating burglar alarms. The request is being made so that the agency can adequately track repetitive false alarms and submit invoices to those who violate the ordinance as it currently stands. In order to do so, the agency needs accurate resident/business information, such as alarm company, billing address, and contact information. As it stands now, our New World reporting system generates monthly invoices and assigns the mailing address of the alarm location. However, many of residents of the false alarms do not receive mail at the location of the alarm but at different locations such as a post office box. A majority of the businesses receiving invoices do not receive mail locally and rely on a corporate office to pay the invoices (Chick-fil-A, Tractor Supply, Aldi, etc.). In addition, when residents move or businesses change, we are left invoicing based on old data, which can easily be corrected if the ordinance is amended requiring the resident/business to register their alarms and provide updated, accurate 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 3. ALARM SYSTEMS is hereby amended by adding Section 3-11 - Registration as follows:

1.

Sec. 3-11. Registration.

- 1) All alarm systems must be registered within 30 days of installation by the property owner or lessee.
- 2) All existing alarm systems must be registered within sixty (60) days of the adoption of this ordinance.
- 3) Registration is not transferable. Each property owner or lessee must register all new installations or transferred systems.
- 4) There will be no registration fee for alarms.
- 5) The list should include the name of the alarm owner, phone number, and physical address and billing address, if different.
- 6) Failure to register/re-register an alarm system within the allotted time will result in a fine payable by the property owner or lessee as shown in the following schedule:

FINE SCHEDULE

a)	Failure to register alarm	\$50.00
b)	Respond to unregistered alarm	\$100.00
c)	Failure to comply with Ordinance	
	First Violation	\$50.00
	Second Violation	\$100.00
	Third Violation	\$250.00

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Professional Probation Services, Inc.**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Attached is an addendum to the probation contract with PPSI that provides probation services for the City of Cartersville Municipal Court. It increases the basic fee from \$35.00 to \$40.00 per month, which is still less than the State charges. All fees are listed out on the addendum. This is provided at no cost to the City, as all fees are paid by the probationers. It is recommended by the Judge for your approval.
City Manager's Remarks:	Your approval of the addendum with changes to the contract with Probation Services and Rehabilitation Services is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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: February 17, 2020
RE: Addendum to Probation Contract

Attached is an addendum to the probation contract with PPSI that provides probation services for the City of Cartersville Municipal Court. It increases the basic fee from \$35.00 to \$40.00 per month, which is still less than the State charges. All fees are listed out on the addendum. This is provided at no cost to the City, as all fees are paid by the probationers. It is recommended by the Judge for your approval.

**State of Georgia
County of Bartow**

**ADDENDUM TO THE CONTRACT FOR PROBATION
SUPERVISION AND REHABILITATION SERVICES
BY AND BETWEEN THE CITY OF CARTERSVILLE
AND PROFESSIONAL PROBATION SERVICES, INC.**

WHEREAS, the City of Cartersville (hereinafter referred to as the “City”) and Professional Probation Services, Inc. (hereinafter referred to as “PPSI”) have previously entered into a Contract for Probation Supervision and Rehabilitation Services (hereinafter referred to as the “Contract”), pursuant to which the City has retained PPSI to coordinate and provide certain probation services to the Cartersville Municipal Court; and

WHEREAS, the City and PPSI desire to amend the terms of said Contract;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and PPSI do hereby enter into this Addendum of said Contract, and hereby incorporate this Addendum into said Contract:

MODIFICATION OF THE SPECIFICATIONS FOR SERVICES

The Contract is hereby amended by deleting the section entitled, “Specifications for Services,” on page eight (8) of the original Contract in its entirety, and inserting a new section entitled, “Specifications for Services,” to read as follows:

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this

_____ day of _____, 20____.

THE CITY OF CARTERSVILLE


**PROFESSIONAL PROBATION
SERVICES, INC.**

Matt Santini, Mayor

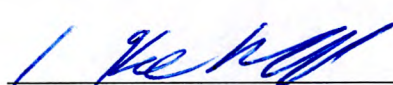
John C. Cox, President

Meredith Ulmer, City Clerk

APPROVED BY THE CARTERSVILLE MUNICIPAL COURT:



Harry White, Chief Judge



E. Keith Lovell, Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$40.00 per month The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$45.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$40.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.75 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System Smart Phone Application \$50.00/\$85.00 Enrollment Fee + \$4.50 - \$5.50 per day
On-Site, Multi-Panel Drug Screen	\$25.00
On-Site Breath Alcohol Test	\$15.00
On-Site ETG Test	\$15.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost For 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Cost of Service Study Contract**

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	<p>A Cost of Service Study (CoSS) is a comprehensive study that is performed by an analyst for the purpose of determining the actual cost of each kilowatt-hour we sell, and then using that data to determine where our rates and riders need to be set. In order to ensure that our rates remain fair and competitive, it is recommended that a Study be performed every ten years or less. It has been ten years since the Electric Department has initiated a CoSS.</p> <p>The Electric Department is requesting authorization for the Mayor and City Clerk to approve a service contract with McLean Engineering. The scope of work will include consulting services to perform a CoSS as well as a rate calculator that we can use to make tweaks later, if we chose to do so. There will be draft version submitted for our approval before reaching the final product.</p> <p>The cost of the completed study is not to exceed \$15,000. This is a budgeted item, and we recommend approval.</p>
City Manager's Remarks:	<p>This is a cost of service study of our electric rates. The study will take an intensive look at our rates and the cost associated with them to ensure that our rates are fair and competitive. Your approval of the contract with McLean Engineering is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



February 6, 2020

Mayor Matt Santini
City of Cartersville
1 N Erwin St
PO Box 1390
Cartersville, GA 30120

Reference: Proposal for Consulting Services

Dear Mayor Santini:

Thank you for the opportunity to provide this proposed agreement for consulting services. McLean Engineering seeks to provide the highest quality consulting services in our industry based on our subject matter expertise and our professional and courteous treatment of all parties.

Our goals are to help improve your community relationships; to help create an orderly business environment for your electric system; and to bring simplicity and transparency to your rate-making process while recovering your costs to provide this service to your attachers.

We propose for the consideration of the City of Cartersville the following services:

Cost of Service and Rate Calculator

Scope of Work:

McLean will provide hourly consulting services to develop a Cost of Service model for the City of Cartersville to allocate the total cost of electric service appropriately across all rate classes served by the Cartersville Electric System. Upon completion of the Cost of Service model, McLean staff will develop a Rate Calculator tool for the use of the City of Cartersville that can be used to consider rate changes if warranted by the Cost of Service model.

Deliverables for this scope of work will include a Cost of Service model and Rate Calculator tool, along with recommendations from McLean staff based on the findings in the analysis. McLean will provide a draft version of deliverables for the City's review at the 50%-75% completion level.

Cost Estimate:

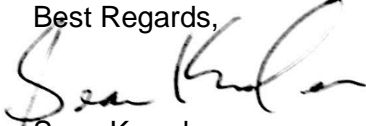
\$15,000, based on expected time required at standard hourly rates. Any deviation resulting in a cost in excess of the \$15,000 would require immediate notification and approval by City Council.

Online: www.mcleanengineering.com •   

Phone: (229) 985-1148 • Toll-Free: (877) 985-1148 • Fax: (229) 985-2248

Please don't hesitate to contact me if you have any questions or concerns regarding this proposed agreement. If the City of Cartersville is in acceptance of this proposal as detailed above, please sign below and return to me via email at sean.knowles@mcleanengineering.com or via mail at P.O. Box 2587, Moultrie, GA 31776-2587.

Best Regards,



Sean Knowles
Vice President, Business Development/Co-Owner

Accept Proposal

By signing and dating this letter below, I, Matt Santini, accept this agreement on behalf of the City of Cartersville as offered by McLean Engineering Company, Inc.

Signature: _____ Date: _____

Accept Proposal

By signing and dating this letter below, I, City Clerk of the City of Cartersville, accept this agreement on behalf of the City of Cartersville as offered by McLean Engineering Company, Inc.

Signature: _____ Date: _____

Online: www.mcleanengineering.com •   

Phone: (229) 985-1148 • Toll-Free: (877) 985-1148 • Fax: (229) 985-2248



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Cartersville Little League**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>This is a programming contract with Cartersville Little League to continue offering Baseball to the youth of our community for ages 7 - 14. Cartersville Parks and Recreation and Cartersville Little League has had a partnership as early as the 1960's. We want to continue this partnership with the same terms of agreement as Little League has operated by since they began. Little League will reinvest the profits from their program back into the facility and fields at Hicks Park. Little League will pay the utilities for the concession stand and the restrooms while the Parks and Rec Dept will pay the utilities for the field lighting and the irrigation. The Parks and Rec Dept has had a great relationship with Little League and we are looking forward to an even greater relationship moving forward.</p>
City Manager's Remarks:	<p>This is a contract with Cartersville Little League and Parks and Rec to continue the partnership with the same terms of agreement since little league began. It is a means to have the agreement in contract form for both entities. Your approval of the contract is recommended.</p>
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

CARTERSVILLE LITTLE LEAGUE hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **YOUTH BASEBALL LEAGUE (AGES 7-14)** at the following locations: Hicks Park – 51 Clearwater Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under this Agreement.

1.5 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

Parks and Recreation Agreement for Outside Providers

1.6 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.7 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.8 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (Exhibit "A"). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.9 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.10 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.11 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.12 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.13 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other onsite activities being offered at such public facilities.

1.14 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

Parks and Recreation Agreement for Outside Providers

1.15 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.16 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.17 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.18 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

Parks and Recreation Agreement for Outside Providers

ARTICLE 3.0

Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum requirements of PROVIDER and DEPARTMENT.

ARTICLE 4.0

Compensation and Method of Payment

4.1 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

4.2 See Exhibit A form for further information on PROVIDER and responsibilities.

ARTICLE 5.0

Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Parks and Recreation Agreement for Outside Providers

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

Parks and Recreation Agreement for Outside Providers

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0 **Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **September 30, 2021**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0 **Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

Parks and Recreation Agreement for Outside Providers

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0 **Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement. Item # 8

Parks and Recreation Agreement for Outside Providers

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

10.10 Exhibits A, B, and C shall be made a part of this agreement:

Exhibit "A" - Cartersville Parks and Recreation & Cartersville Little League Program History & Responsibilities

Exhibit "B" – Terms to Amend Agreement

Exhibit "C" – Cartersville Little League Boundary Map

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Melanie Elton Miles

BY:

Ty D. Mitchem

NAME: TY MITCHEM

TITLE: PRESIDENT

COMPANY: CARTERSVILLE LITTLE LEAGUE

[AFFIX CORPORATE SEAL]



EXHIBIT A

Cartersville Parks and Recreation & Cartersville Little League Program History & Responsibilities

Cartersville Parks and Recreation and Cartersville Little League has had a partnership as early as the 1960's. Cartersville Little League used existing Atco field (Rudy York) for their Junior League program through the 1981 season and used the America Legion field for the 8 – 12 age group. In the fall of 1981, the Rudy York field was changed to its current dimensions and Jr. and Sr. League baseball was moved to Dellinger Park. In 1984, the Joe Frank Harris Field was constructed and in 1986-87 the concession/restroom building was constructed. In 1993, the construction of the Cartersville Baseball Complex began with the Richard Bell Field and the other 4-fields followed in 1994-95. In 1999-2000, Bill Bruce and George Johnson field was constructed.

From that point, all Cartersville baseball was played at the Cartersville Baseball Complex (now Cartersville Sports Complex) and Clearwater St. Park (now Hicks Park). Parks and Recreation would use fields 1 & 2 for our T-Ball program for ages 5-8. Little League used Hicks Park and fields 3 & 4 at Sports Complex and CHS uses Richard Bell field, F#3 & F#4 for 9th grade teams, Jr. varsity and varsity teams. Sometime around 2008-09 CHS started using F#1 & F#2 for the Lady Canes softball for Middle School and High School. Of note, Parks and Recreation has purchase 2-homes (2 Pilgrim St. & 2 Puritan St.) off of Clearwater St. for additional parking for CLL at Hicks Park, 2 Pilgrim St. has been paved.

Field usage stayed like this until around 2012 when Parks and Recreation moved the T-Ball program back to Dellinger Park due to additional # of CLL teams, with CLL starting to offer a program for 6-7 year old requiring additional fields, so CLL began using fields #1 & #2 at Sports Complex for that program. For the season of 2016, Parks and Recreation needed to move back to Sports Complex due to Dellinger Park renovation, this will probably be required for the 2017 season also as Dellinger Park renovation will not be completed prior to the start/end of T-Ball season.

I mention all the above, to show that Parks and Recreation has always worked with Cartersville Little League and Cartersville School System even to the point that our Recreation program has often changed to accommodate CLL and CHS.

Cartersville Parks and Recreation commitments to Cartersville Little League:

- Provide location for CLL to take season beginning registration, i.e. JH Morgan & Cartersville Primary Gyms during CPRD basketball games.
- Provides Cartersville Civic Center (no-charge) for CLL Kick-Off banquet.
- Provides GYCH (no-charge) for CLL meetings
- Provides use of Dellinger Park copier/paper when CLL hosted CLL tournaments
- For all CLL league games, provide staff/equipment/material to drag/line field on a daily basis
- Provides up-keep on fields/park, etc.
- Provides drag machine/equipment/material for CLL to maintain field when CPRD is unable or CLL wants fields dragged after each game

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- Allow CLL to rent fields for weekend tourneys and retain rent fees to assist in funding of CLL program. CLL does drag/line field for tourney games. CPRD does line-off fields on Friday before weekend tourney. CLL cannot allow a parking fee for weekend baseball tourneys except Perfect Game which can charge a parking fee except in Goodyear Clubhouse parking lot.
- CPRD pays water, electric bills for irrigation and field lights. CLL pays utilities on concession building.
- CPRD will enter CLL teams in GRPA baseball tourneys (if CLL desires). CLL pays district entry fees, if teams qualify for GRPA state, CPRD pays entry fees and CLL is responsible for all other expenses.
- CLL provides park office w/ schedules/rosters so we can answer questions from the public
- Maintain fields during season, mowing, fertilization, etc.

Cartersville Little League Commitments:

- Provide/fund a quality baseball program for ages 7 – 18 for the Cartersville residents. CLL keeps all other fees. Note: CLL has not had a league for ages 13 & up in 4-5 years, but if there is enough participants that wish to play Jr. /Sr. League the fields would be available.
- CLL pays utilities on concession/restroom buildings; CPRD pays utilities for field lighting and irrigation
- It also is CLL responsibility to clean restrooms and pick up trash. CPRD will empty the trash receptacles. When CPRD does receive complaints about trash and restrooms, CPRD's maintenance staff is sent over to clean restrooms and pick-up trash.
- CLL at times operates a fall baseball program w/ same stipulations as main season.



Parks and Recreation Agreement for Outside Providers

Exhibit "B"

Exhibit "B" to City of Cartersville Parks and Recreation Department Agreement for Outside Providers dated ____ day of _____, 2020 between the City of Cartersville referred to as "City" and Cartersville Little League referred to as "Provider".

The terms contained herein are hereby agreed to by both the City and the Provider to amend the Agreement.

1.1: Ages shall be (7-16)

1.2: Exhibit "A" Shall serve as a historical reference to the relationship between the City and Provider and commitments from City to Provider and Provider to the City.

1.3: CLL Operates a Spring League each year with Signups in January, evaluations in February, Opening Day in March. Seasons end in May when tournament teams commence (June 1) and can continue until August based on the team(s) success. Hosting of District, Sectional, State Tourneys vary year to year based on rotations within the State. Camps, Fall Activities, Canes School of Baseball continues during the year when opportunities exist. Provider will notify City of any special Little League International event or special event as soon as possible, sometimes these events change locations for various reasons within the 8 week time frame request. Daily admission is not allowed for Little League International events however, parking fees are allowed to help cover the cost of the tourney. Teams participating in these tournaments DO NOT pay a tournament fee to the host. Each year provider will host a tournament team (all-star) tournament for Little League International. Between parking fees and Concession sales provider normally recovers most cost for hosting the event.

1.4: Player Fee is built each year based on the current year's budget. CLL is a Registered 501(c) 3 with the IRS and a local Non-Profit. All monies Raised through 1. Player Fee 2. Concessions 3. Sponsorship / Fundraiser(s) 4. Field Rental are reinvested into the program with a volunteer staff.

1.8: Provider agrees that all promotional material, flyers, and banner advertising will promote the highest ideals of sportsmanship and uphold the core values of Little league International Character, Courage and Loyalty. Provider is also governed by a Charter granted by Little League International to operate in a manner that promotes a program with the highest ideals in mind. Promotional items and material will not include sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops. Promotional material, flyers, and banners advertising the program shall not be subject to Department approval prior to it's release so long as it is in compliance with conformity of 1.8 of this agreement.

1.9: City and Provider accept and acknowledge that a large portion of CLL's budget is raised from local businesses that support the program. Sponsorship(s) / Fundraiser(s) including but not limited to sign banners in the park, business names on jerseys, and various fundraiser projects within the league are permissible. As noted before all dollars raised are reinvested back into the program.

1.16: All Volunteers are subjected to a background check via Little League International's provider www.JDP.com. Little League International has this built into our Charter and we are provided ~150 of these per year and pay for additional reports as needed based on quantity of volunteers.

Parks and Recreation Agreement for Outside Providers

1.18: Cartersville Little League, Provider, represents a boundary as defined by Little League International. This area is currently defined by Exhibit "C", Little League International adjust amends this boundary from time to time. Cartersville Little League uses Cross Street baseball field and from time to time may need to use other facilities outside of city properties when field space is limited. All facilities are listed as locations on "Providers" insurance policy. Currently Cartersville Little League uses fields 1,2,3,4 at Hicks Park and Fields 1,2,3,4 at Cartersville Baseball Complex.

1.19: Cartersville Little League, Provider, sub-leases the fields at Hicks park during the year at times when it is not in conflict with City or Provider's schedule. Once a vendor request field rental City and Provider need to approve the dates and the rental terms. The Vendor will need to fill out a reservation form with the City and provide proof of insurance as required by the city. Provider will work in cooperation with vendor to make sure the day of the park is ready for the vendor. For Example: Scoreboards, Concession, PA systems are ready for use. Provider provides support for systems that are not performing correctly. Vendor directly pays provider for the field rental which goes directly back into the program and park.

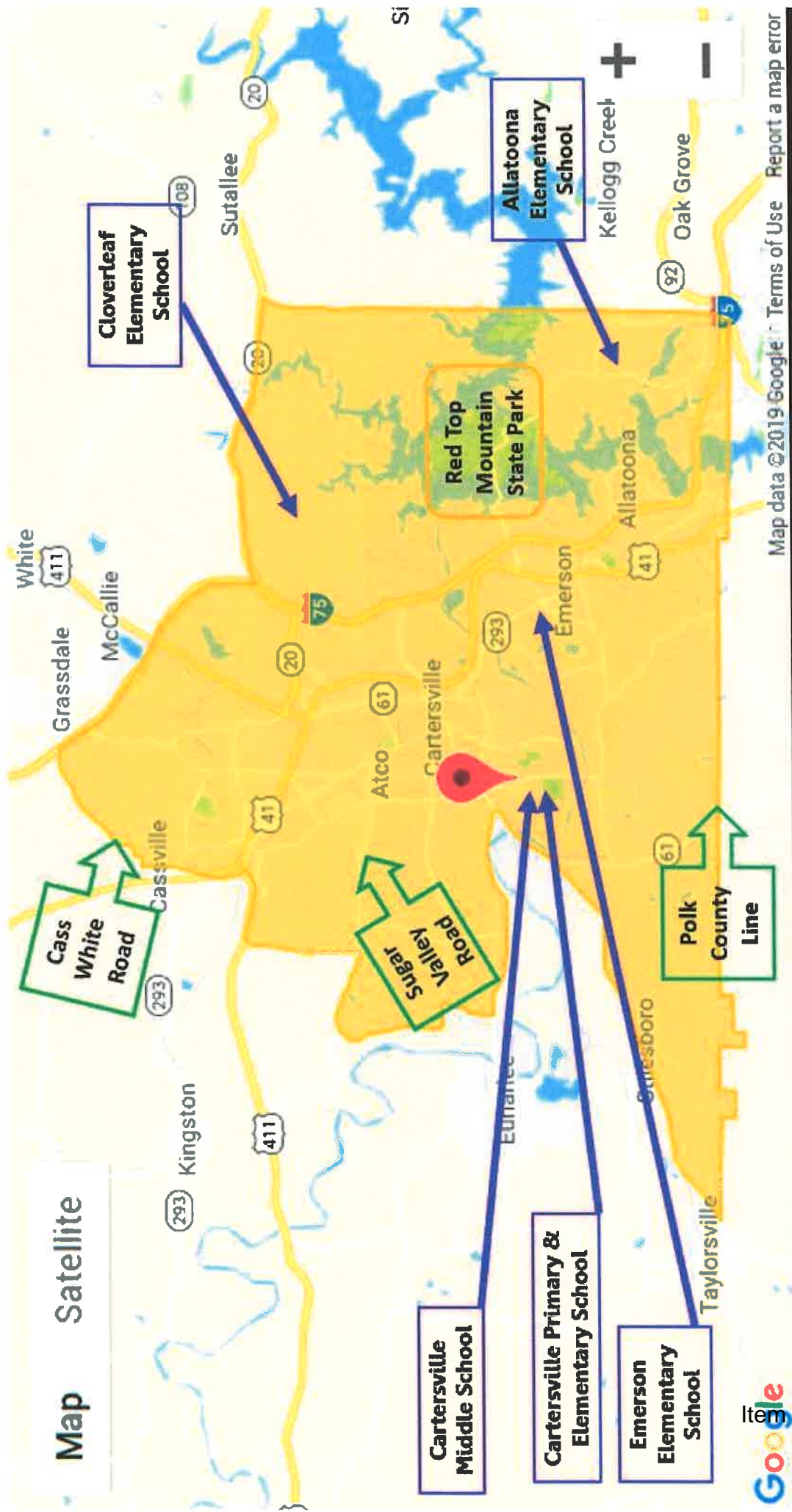
2.2: Provider shall be allowed to conduct fundraiser(s) as allowed by Little League International, Provider also sells branded Gear for the program.

2.3: Provider shall have the ability to use storage space in Hick's park in cooperation with the City. Those areas are defined as 1. Storage Closets under RY and JFH Score boxes 2. Concession area and Upstairs of the Gooch Building 3. Equipment Closet beside electrical closet on split faced block building beside new restroom. 4. Caged Storage area behind split faced block building 5. Some storage space in Groomer closet in new restroom building.

Provider and City Further Agree to the Following:

1. Provider operates the concession operations at the building, Provider installed the commercial vent a hood and fire compression system per requirement by Cartersville Fire Department. Provider maintains the vent a hood and compression systems as required by Cartersville Fire Department. Provider owns the equipment in the concession stand and is responsible to maintain and replace as needed to operate the concession stand.
2. Provider has permission to begin a fundraising project to commence the building of a hitting facility located where the current batting cages are located. If this project is successful it will be located where the batting cages are currently located. This is believed to be a three-phase project with a total cost of close to \$200k. Sponsorship and fundraising will be used to help accomplish this potentially including but not limited to special events, naming rights of the facility, selling bricks as part of construction, and signage.

CARTERSVILLE LITTLE LEAGUE BOUNDARY MAP



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City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Southern Soccer Academy**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>This is a programming contract with Southern Soccer Academy to continue offering Soccer to the youth & adults of our community. Cartersville Parks and Recreation and Southern Soccer Academy have had a partnership dating back to another organization called Clash. SSA took over Clash in 2017 to continue offering soccer through the Parks and Recreation Dept. We want to continue this partnership with the same terms of agreement as SSA has operated by since they have been in Cartersville. SSA will reinvest the profits from their program back into the facility and fields at the Soccer Complex. SSA will pay the City the \$20 non-resident fee per player per season. The Parks and Rec Dept has had a great relationship with SSA and we are looking forward to an even greater relationship moving forward.</p>
City Manager's Remarks:	<p>This is a contract with Southern Soccer Academy and Parks and Rec. It will continue the partnership with the same terms since SSA has been in Cartersville. Your approval of the contract is recommended.</p>
Financial/Budget Certification:	
Legal:	N/A
Associated Information:	



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR OUTSIDE PROVIDERS**

THIS IS AN AGREEMENT, made this ____ day of _____, 2020, between:

THE CITY OF CARTERSVILLE, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

and

SOUTHERN SOCCER ACADEMY hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0
PROVIDER's Services and Responsibilities**

- 1.1 PROVIDER shall conduct services generally described as **SOCCER LEAGUES (YOUTH and ADULT) and CAMPS/CLININCS** at the following locations: Cartersville Soccer Complex – 152 Milner Road SE, Cartersville; Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.
- 1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- 1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***
- 1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.
- 1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under this Agreement.

Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

Parks and Recreation Agreement for Outside Providers

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

ARTICLE 2.0 **Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

Parks and Recreation Agreement for Outside Providers

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum requirement of participants for PROVIDER and DEPARTMENT.

ARTICLE 4.0
Compensation and Method of Payment

4.1 See Exhibit A and B. The non-resident surcharge is fully payable to the CITY. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

ARTICLE 5.0
Independent PROVIDER

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the

Parks and Recreation Agreement for Outside Providers

Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 6.0

Insurance

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

Parks and Recreation Agreement for Outside Providers

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

ARTICLE 7.0

Term and Termination

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **December 31, 2020**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

ARTICLE 8.0

Indemnification

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action

Parks and Recreation Agreement for Outside Providers

of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 9.0 **Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 10.0 **Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both

Parks and Recreation Agreement for Outside Providers

waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10.9 E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Parks and Recreation Agreement for Outside Providers

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:


MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

NOTARY:

Amber Cuccin
ecp 2/3/20

BY: 
NAME:
TITLE: PRESIDENT
COMPANY: SOUTHERN SOCCER ACADEMY

[AFFIX CORPORATE SEAL]

EXHIBIT A
FIELD USE AGREEMENT
BETWEEN CITY OF CARTERSVILLE, GEORGIA
AND SOUTHERN SOCCER ACADEMY

This Field Use Agreement (“Agreement”), is made this ____ day of _____, 2020, between the City of Cartersville, Georgia, a Municipal Corporation of the State of Georgia (“City”), by and through its Parks and Recreation Department (“CPRD”), and Southern Soccer Academy (“SSA”), collectively referred to as “the parties”.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which SSA may use the City’s multi-purpose fields at Sam Smith Park and the Cartersville Soccer Complex, located at 50 Milner Road, Cartersville GA, for SSA’s youth and adult soccer programs. In exchange for making the fields available at **no-charge**, in return SSA will provide recreational and competitive youth soccer program(s) and an adult soccer program to interested residents of Cartersville and surrounding community upon payment of SSA’s registration fees at SSA-Cartersville.

Note: At this time there is “no-charge” for field usage by SSA, this will be reviewed annually and field usage fees being charged (per CPRD fee schedule, Addendum “B”)
2. **Insurance.** SSA must provide an up-to-date “Certificate of Liability Insurance” with THE City of Cartersville listed as a “Certificate Holder.” Minimum \$1,000,000.00 per occurrence.
3. **Fields.** The fields that are the subject of this Agreement are located at Sam Smith Park, in the Cartersville Soccer Complex and consists of the 5-multi-purpose field(s), Field #1, Ric Mason Field, Field #3, Field #4 and Field #5 for youth soccer and 3 – multi-purpose fields, located on southern end of Sam Smith Park for adult soccer program.
4. **Priority Usage.** The Cartersville School System and the City have an agreement with field usage which allows Cartersville High/Middle School teams to use fields during High School soccer season (Normally January – May). School teams practice on most of the fields, Monday – Friday till no later than 6:00pm. Field #1 is over-seeded each year normally September/October, after field is over-seeded, only High School teams play on that field till High School is over. The CPRD has hosted 2-events at Soccer Complex and expects to continue these events and these events will not interfere with the spring or fall soccer season of SSA.
5. **Road Races** – Soccer Complex parking area/restrooms and adjoining Etowah River Walk is used as the start/end of a certified 5K cross-country race course. During spring/fall soccer season (March – May & September – October) on the 2nd and 4th Saturdays, CPRD allows this course to be used for events. SSA can schedule games beginning at 12:00 noon on these Saturdays and road-race and soccer should not interfere with each other. On the 3rd or 4th Saturday in September, the Atlanta Track Club hosts the Wingfoot XC Classic.

The event date will be assigned by the 1st of each year. On the 3rd or 4th Saturday in November, United Way of Bartow County hosts a Turkey Trot road race. SSA can schedule games beginning at 12:00 noon on this Saturday.

6. **Authorized Field Use.** SSA shall have exclusive use of the Fields for the purpose of conducting its soccer programs during the days and times listed on Addendum "A" attached hereto and incorporated herein. CPRD closes all fields from all usage between seasons, except CPRD event(s).
7. **Tournaments/Camps and Other Special Events.** During the spring/fall seasons SSA may host tournaments/camps and/or other special events upon receiving written approval from the Director of the Parks and Recreation Department for the purpose for tournaments/camps and other special events related to its soccer programs, other than during days and times other than those set forth in Section 4/5/6. The Director may condition an appropriate fee (per CPRD fee schedule, Addendum B) for event(s) upon such terms that are deemed appropriate under the circumstances.
8. **Private Lessons.** During SSA exclusive time, Private/Semi-Private instruction/lessons provided for participants of SSA and conducted by coaches/agents of SSA are allowed with the knowledge of CPRD. If additional fees are paid above regular registration fees for these lessons/instruction, CPRD will be paid 20% of the fees, by SSA. No private lessons while fields are closed.
9. **Non-Residence Fee.** SSA will pay CPRD \$20 per player, per season for each player that is a non-resident of the City of Cartersville per City Code of Ordinances, Section 15.13
10. **Security.** Soccer Complex and fields are regularly patrolled by CPRD Park Attendant(s) and by Cartersville Police Officers, but there is not regular security for Soccer Complex or SSA. If there are persistent problems from SSA programs/events, CPRD will require SSA to provide an off-duty Cartersville police officer during games/tournaments/events at the expense of SSA.
11. **Field Painting.** SSA will be responsible for supplying its own paint and equipment, as well as for marking the field for youth soccer program.
12. **Field/Facility Maintenance.** SSA shall be responsible for the cost and performance of any desired over-seeding or partial sod replacement at the fields. CPRD shall be responsible for mowing/aeration/irrigation/turf management and any other maintenance items at the fields/facility. CPRD will clean/stock restrooms each morning. If additional cleaning/stocking is necessary that will be responsibility of SSA (CPRD will provide/stock extra janitorial supplies on-site). If SSA sees a maintenance issue, it must be reported to CPRD Director.

13. **Field Closure/Suspension of Play.** CPRD may close the fields at any time it deems necessary, including for weather or other unfavorable conditions, and except as otherwise set forth herein, will communicate with SSA when the field is closed.
 - A. **Lightning.** All play will be suspended following the first sighting of lightning and may only be resumed upon the passage of 30 minutes without a new sighting of lightning.
 - B. **Thunderstorm Warning/Tornado Warning.** The Field is automatically closed for purposes of this Agreement upon the issuance of a severe weather warning. All persons must leave the fields in an orderly manner. The fields will remain closed until termination of the severe weather warning.
14. **Accident/Incident Report.** SSA shall immediately notify the Parks and Recreation Department in the event of serious injury, death, property damage or vandalism, and in addition a written report documenting the same shall be submitted to the Department the next working day. The written report shall provide details of the incident as well as the names and contact numbers of persons who have witnessed the incident.
15. **Reporting.** SSA will provide the following reports to CPRD main office. Participant #'s, # of participants that reside inside/outside the City of Cartersville, # of participants registered each month, # of participant hours each month, # of volunteer hours each month, participant injuries and a current league schedule of each team(s) playing under SSA-Cartersville
16. **Signs.** SSA may place signage advertising its soccer programs at the Cartersville Soccer Complex upon approval by the Parks and Recreation Department. SSA may place soccer program sponsorship signage at the field and other CPRD locations upon approval by the Parks and Recreation Department. All signs must be removed in a timely manner.
17. **No Vehicle Access.** At no time shall any motor vehicles be operated or parked by any person, including any coaches, upon the fields or any of the service entrances leading to the fields. Motor vehicles may only be operated or parked upon the paved roads and in designated parking areas which are open for such use to the public.
18. **Litter.** SSA is responsible for picking up all litter from the fields and areas immediately surrounding the field, to include without limitation the field's observation areas and will empty trash receptacles in dumpster (provided by CPRD). CPRD will pick-up and empty trash receptacles in parking area.
19. **Alcoholic Beverages.** No alcoholic beverages shall be possessed or consumed upon the premises of any City of Cartersville park facility.
20. **Dogs.** Dogs/pets must always be restrained with leash and are not allowed on the playing fields. Pet owners are required too pick-up and dispose of pet waste.

21. **Immigration Reform Compliance Requirement.** During the entire duration of this Agreement, SSA and all its agents, employees, and contractors, if any, must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Official Code of Georgia Annotated Sections 13-10-91 and 50-36-1.
22. **Hold Harmless.** SSA agrees to hold harmless the City of Cartersville against any and all claims, actions, or suits against it or the City of Cartersville, relating to this Agreement, as a result of the activities allowed hereunder by its employees, invitees, participants, and spectators and agrees to defend the City of Cartersville in the event such claims are made against the City of Cartersville. In addition, SSA will reimburse the City of Cartersville for any and all costs incurred by the City of Cartersville in defending any claims against the City of Cartersville arising out of this Agreement for the performance of this Agreement.
23. **Conduct of Coaches, Parents and Spectators.** SSA is responsible for addressing behavior by its coaches, parents, spectators and participants that is considered harmful to the soccer program and impairs the peaceable use of the Field by the general public. As a condition of using the Field, profanity is not to be tolerated, and in particular, profanity in the presence of children regardless of whether the children are spectators or participants. CPRD has a "Zero-Tolerance Policy" related to behavior of spectators and participants. Both spectators/players will be asked to leave facility.
24. **Americans with Disabilities Act.** The parties agree that this Agreement is subject to the Americans with Disabilities Act of 1990, as amended, and which prohibits discrimination and ensures equal opportunity for persons with disabilities in regard to use of the fields.
25. **Initial Term of Agreement.** This Agreement shall commence on July 1, 2017, and run through December 31, 2017.
26. **Renewal.** This Agreement shall automatically renew annually, unless positive action is taken by CPRD or SSA to terminate Agreement as set out in the Termination section of this Agreement, as required by O.C.G.A. 36-60-13.
27. **Termination.** In the event that SSA fails to abide by any term of this Agreement, and is not able to remedy the failure within a period of 14 days from notification by the CPRD of the failure, or in the event either party shall deem this Agreement to no longer be in its best interests, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.
28. **Notice.** Any notice required by this Agreement shall be in writing and served upon the parties at the following addresses:

Southern Soccer Academy
40 Whitlock Place SW, Suite 200
Marietta, GA 30064

City of Cartersville
c/o Parks and Recreation
Attn: Greg Anderson Director

PO Box 1390
Cartersville, GA 30120

29. **Assignment.** This Agreement may not be assigned.
30. **Governing Law.** The Agreement shall be controlled and governed by the ordinances of City of Cartersville, Bartow County and the laws of the State of Georgia. In addition to the terms of this Agreement, SSA shall conduct itself in accordance with the policies of the CPRD, the ordinances of City of Cartersville, and the laws of the State of Georgia when exercising the privileges conferred by this Agreement.
31. **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment, or change to this Agreement will be valid unless the same shall be approved in writing by the parties.



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
One Beacon Insurance Settlement**

SubCategory:	Contracts/Agreements												
Department Name:	Administration												
Department Summary Recommendation:	<p>With the completion of the new Gas Department Building, Storage Building, Fiber Node Building and Fuel Station, it was time to submit a final claim request to One Beacon Insurance for the July 2015 sinkhole claim. One Beacon had previously paid the city \$781,747 for some of the damage to these structures and left open a reserve for when the buildings and fuel facility were replaced. One Beacon had determined a reserve amount of \$882,318 and initially was not willing to cover the loss of the fuel station previously located at 4 Cook Street.</p> <p>After going through the total cost for the construction of the new facilities and equipment, a letter was sent to One Beacon requesting reimbursement as follows:</p> <table border="0"> <tr> <td>Gas Dept. Administration Building</td> <td align="right">\$ 500,000</td> </tr> <tr> <td>Fiber Dept. Node Building</td> <td align="right">215,900</td> </tr> <tr> <td>Balance on New Storage Building</td> <td align="right">96,065</td> </tr> <tr> <td>Fuel Canopy, Pumps & Equipment</td> <td align="right">190,404</td> </tr> <tr> <td>Demolition of Old Fuel Station</td> <td align="right"><u>14,829</u></td> </tr> <tr> <td>Total Amount Requested</td> <td align="right">\$1,017,198</td> </tr> </table> <p>The amount requested was \$134,880 more than One Beacon had originally determined for the loss. After reviewing the letter, One Beacon has agreed to pay the city \$1,007,198, which is the amount requested less our \$10,000 insurance deductible as final settlement for the sinkhole insurance claim. I recommend acceptance of this final settlement amount with One Beacon Insurance.</p>	Gas Dept. Administration Building	\$ 500,000	Fiber Dept. Node Building	215,900	Balance on New Storage Building	96,065	Fuel Canopy, Pumps & Equipment	190,404	Demolition of Old Fuel Station	<u>14,829</u>	Total Amount Requested	\$1,017,198
Gas Dept. Administration Building	\$ 500,000												
Fiber Dept. Node Building	215,900												
Balance on New Storage Building	96,065												
Fuel Canopy, Pumps & Equipment	190,404												
Demolition of Old Fuel Station	<u>14,829</u>												
Total Amount Requested	\$1,017,198												
City Manager's Remarks:	Your approval of the final settlement amount with One Beacon Insurance is recommended.												
Financial/Budget Certification:													
Legal:													
Associated Information:													

Cover Memo



City of Cartersville

February 4, 2020

Robert Krier, CPCU
Executive General Adjuster
One Beacon Insurance Group
188 Inverness Drive West, Suite 600
Englewood, CO 80112

Dear Bob:

The City of Cartersville has completed the construction of our new Gas Department Administration Building, Storage Building and Fuel Station located at 155 Old Mill Road, Cartersville. The new Gas Department Administration Building, Storage Building and Fuel Station facilities replace the existing structures and equipment that were lost due to sinkholes that were located at 4 Cook Street. In addition, the City has replaced the Fiber Building previously located at 6 Cook Street with a new building located at 326 S. Erwin Street, Cartersville. Due to the completion of the new Gas Administration (old 4 Cook St.) and Fiber Node Building (old 6 Cook St.), I am requesting One Beacon issue the City a check in the amount of \$715,900 that was being held until completion of these two buildings.

Also, part of the insurance claim was for the full replacement costs for the Storage Building, Fuel Canopy, Fuel Pumps and equipment previously located at 4 Cook Street. There were funds being withheld until completion of this new building and fuel station, which is now located at 155 Old Mill Road. The actual construction costs for this new building and fuel station is as follows, with supporting documentation attached:

	<u>Replacement Costs</u>
Attachment A - Replacement of 4 Cook Street Storage Building - 7,500 sf X \$87.41 per square foot	\$655,575
Attachment B - Replacement of 4 Cook Street Fuel Canopy - Balfour Beatty was Construction Manager	\$91,666
Attachment C - Replacement of 4 Cook Street Fuel Pumps and Equipment located under Fuel Canopy - Guardian Fueling Technologies was Contractor	\$98,738
Total Replacement Costs for 7,500 square foot Storage Building, Canopy and Fuel Pumps & Equipment previously located at 4 Cook Street	\$845,979



"Providing dependable service while preserving an exceptional quality of life."

Item # 10



P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5616 • Fax: 770-386-5841 • www.cityofcartersville.org

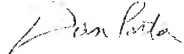
One Beacon had previously estimated the replacement cost of the 7,500 square foot Storage Building and canopy at \$711,099.00, however, this amount did not take into consideration the fuel pump dispensers and related fueling equipment located underneath the fuel canopy. The actual replacement cost of the 7,500 square foot Storage Building and fuel canopy was \$747,241 (\$655,575 + \$91,666), which is only \$36,142 more than what was estimated. The fuel pump dispensers and related fueling equipment underneath the fuel canopy which One Beacon did not include in the original cost estimate that we have previously discussed cost \$98,738 to replace (Attachment C). Therefore, the total replacement cost for the storage building, canopy and related fuel equipment that was demolished due to the sinkhole cost \$845,979, and to date, only \$559,510.19 was reimbursed. This leaves a reimbursement amount of \$286,469.

Additionally, the City has completed the work on removing the 4 Cook Street gas lines and would like to complete the reimbursement of remaining insurance funds of \$14,829.40.

In conclusion, the City of Cartersville is requesting a total reimbursement of \$1,017,198 (\$215,900 + \$500,000 + \$286,469 + \$14,829) from One Beacon for the close out of this insurance claim.

Let me know if you have any questions regarding the above information or if you would like to meet onsite to review the new facilities and costs.

Sincerely,



Dan Porta
Assistant City Manager
City of Cartersville

Attachments

CC: Terry Watkins, Watkins Insurance Agency
Michael White, APEX Insurance



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Sales Tax Refund Consultant**

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Department would like to retain the services of Tax Specialists of Georgia Southeast, LLC (TSG) to apply for sales tax refunds on two completed projects at the Water Treatment Plant (WTP). They are former Department of Revenue employees who processed sales tax requests when employed by the State. TSG has successfully recovered sales tax refunds for various water projects and come highly recommended.</p> <p>TSG works solely on commission. They take 25% of the amount recovered, which is due within ten (10) days after receipt of the refund payment from the State. I recommend approval of the agreement with TSG and authorization of the Mayor to sign all documents needed by TSG to recover sales tax paid on the designated projects.</p>
City Manager's Remarks:	<p>This is an opportunity to work with a consultant to recover sales tax refunds for various water projects. TSG works solely on commission and receive 25% of any amount they recover for the City designated projects. Your approval of the agreement with TSG and the authorization for the Mayor to sign any related documents is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

Form RD-1061 (Rev. 10/2013)



1413404011



Georgia Department of Revenue
Power of Attorney and Declaration of Representative
 (Submit this form through GTC or to the Department Division which is handling your inquiry)

Section 1 Taxpayer Information (Taxpayer(s) must sign and date Section 5 of this form)

Taxpayer's Name		Taxpayer's Identification Number		Daytime Telephone Number	
Spouse's Name (if joint income tax return)		Spouse's SSN (if applicable)		Daytime Telephone Number	
Mailing Address					
Spouse's Mailing Address (if different from above)					

Section 2 Representative Information (Certain Representative(s) may complete Section 7 of this form) Attach schedule if more than 2.

Name of person given power of attorney			Telephone Number		Fax Number
Mailing Address		City	State	ZIP Code	Email Address
Name of person given power of attorney			Telephone Number		Fax Number
Mailing Address		City	State	ZIP Code	Email Address

Section 3 Tax Matters

As attorney(s) -in-fact to represent the taxpayer(s) before the Georgia Department of Revenue for the following tax matters [Specify the type(s) of tax and year(s) or period(s) (date of death if estate tax)]: _____

The attorney(s) -in-fact (or either of them) are authorized, subject to revocation, to receive confidential information and to perform on behalf of the taxpayer(s) the following acts for the above tax matters [Strike through any of the following which are not granted]:

To receive, but not to endorse and collect, checks in payment of any refund of tax, penalty or interest.

To execute waivers (and related documents) of restrictions on assessment or collection of tax deficiencies and waivers of any other rights of taxpayer(s).

To execute consents extending the statutory period for assessment, collection or refund of taxes.

To receive all notices pertaining to these tax matters.

To represent taxpayer(s) in conferences and hearings, to file appeals from notices of assessment, and to execute claims for refund.

To receive confidential information pertaining to these tax matters.

To delegate authority or to substitute another representative.

To do all the lawful acts and things whatsoever concerning these tax matters in every respect as taxpayer(s) could do were taxpayer(s) personally present at the doing thereof.

Other acts [Specify]: _____

Section 4 Retention/Revocation of Prior Power(s) of Attorney

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Georgia Department of Revenue for the same matters and years or periods covered by this document. If you DO NOT want to revoke a prior power of attorney, attach a signed and dated copy of each power of attorney you want to remain in effect and mark an X in this box:

Item # 11



1413404021

Section 5 Taxpayer(s) Authorization and Signature(s)

► The taxpayer(s) named in Section 1 appoints the individual(s) named in Section 2 as attorney(s)-in-fact for the taxpayer(s) concerning the tax matters listed in Section 3.

► The taxpayer(s) acknowledge that it is their responsibility to keep the representative(s) listed in Section 2 informed of the tax matters involving the Department and that the Department is not able to send copies of correspondence to the representative(s).

This power of attorney is not valid until it is signed and dated. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, fiduciary, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer. I understand that to willfully prepare or present a document that is fraudulent or false is a crime under O.C.G.A. § 48-1-6.

Signature	Print name	Date	Title (if officer, etc)
Spouse's signature (if joint)	Print spouse's name	Date	

Section 6 Witnessing or Acknowledgment of the Power of Attorney

This power of attorney must be either witnessed by two disinterested individuals **OR** acknowledged by the taxpayer(s) before a notary public, **unless** the appointed representative(s) is licensed to practice as an attorney-at-law, certified public accountant, a registered public accountant, or is enrolled as an agent to practice before the Internal Revenue Service (see Section 7 below).

Witnessing of power of attorney. The person(s) signing as the taxpayer(s) in Section 5 above appeared before us and executed this power of attorney.

Signature of Witness			Signature of Witness		
Name of Witness (<i>type or print</i>)			Name of Witness (<i>type or print</i>)		
Mailing Address of Witness (<i>type or print</i>)			Mailing Address of Witness (<i>type or print</i>)		
City	State	ZIP Code	City	State	ZIP Code

Acknowledgement of power of attorney. The person(s) signing as the taxpayer(s) in Section 5 above appeared this day before a notary public and acknowledged this power of attorney as a voluntary act and deed.

(Signature of Notary)	Date	NOTARY SEAL
-----------------------	------	--------------------

Section 7 Declaration of Representative

Under penalties of perjury, I declare that:

- I am authorized to represent the taxpayer identified in Section 1 for the matter(s) specified in Section 3 of this form; and
- I am one of the following (indicate all that apply):

1. An attorney-at-law licensed to practice in and a member in good standing of the Bar of the jurisdiction indicated below
2. A certified public accountant duly qualified to practice in the jurisdiction indicated below
3. Enrolled as an agent to practice before the Internal Revenue Service under the requirements of Circular 230
4. A registered public accountant

Designation – use number(s) from above list (1 - 4)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number	Signature	Date

Item # 11

Tax Specialists of Georgia-Southeast, LLC

Sales & Use Tax Refund Engagement Agreement

In consideration of the mutual covenants contained herein, **City of Cartersville** (hereinafter referred to as, "Client") authorizes and engages **Tax Specialists of Georgia-Southeast, LLC** (hereinafter "TSG") as follows:

SERVICES TO BE PERFORMED:

1. TSG shall conduct a review of **Client's** records pertaining to the following projects: Rehab Sand Filters 1-3 and 7, High Service Pump Number 1 Replacement and High Service Pump Building Number 2 Stabilization projects as designated by **Client**. These projects shall be identified and made an addendum to this Engagement Agreement. Upon Client's transmission of any documents on a project to **TSG** such job shall be considered identified for the purpose of this agreement. The specific purpose of this review shall be the determination of the amount, if any, of Georgia Sales Tax paid by any and all general contractors or by their sub-contractors and/or by **Client** on purchases which qualify for Sales Tax exemption under Georgia's statutes (such items and those when totaled are hereinafter called the "Refundable Amount"). Because of Georgia's 3-Year Statute of Limitations, no project which has been completed prior to 3 years prior to the date of this agreement shall be included in the review.
2. The records to be reviewed shall include:
 - a. Client's Records: Documents pertaining to the project(s) to be reviewed, including project documentation such as a detailed description of the project, contact information for the contractor(s), and the periodic payment (Draw) documents from the contractor (s), including any and all Vendor invoices (to the contractor) which may be attached to the draw document. Client shall provide a minimal amount of its staff provide access to the project documents.
 - b. Contractor's records: The details of the review will be determined by a review of the invoices from each vendor to each contractor of the purchases of tangible personal property purchased by the contractor in the performance of the contract(s) to be reviewed. Tax Specialists of Georgia will make every effort to gain access to these records, but may request assistance from **Client**.
 - c. Taxes paid on each vendor invoice as well as taxes self-assessed by each contractor and paid directly to the State of Georgia.
3. TSG will file all of the necessary documentation required by the Georgia Department of Revenue in the Sales Tax Refund process, including the M7 application and the Claim for Refund, as well as the supporting documentation for each.
4. TSG will contact and/or meet with representatives of the Georgia Department of Revenue in any and all ways to assist in the prompt completion of the processing of the refund request(s).

CONFIDENTIALITY

5. Both parties hereby acknowledge that all data and/or information provided by **Client** or by project contractors to TSG shall be held in a confidential manner and not divulged except as may be required in the performance of this Agreement, in making claims to the taxing authorities or vendors or in obtaining other data as needed to conduct its review. This confidentiality shall not exceed that allowed by the Georgia Open Records Act. Should any person or entity make any claim for records under that Act on either party to this Agreement, that party shall - within one business day - notify the other party to allow that party to assert that such records are not covered by the Georgia Open Records Act.

COSTS IN CONDUCTING REVIEW

6. TSG shall bear all costs incurred in reviewing Client's records, in acquiring documentation, in preparing any required refund documents and the costs, if any, in appealing before the appropriate taxing agency. Should **Client** wish to appeal the denial of any part of the Claim for Refund to any judicial system (Superior Court, Tax Tribunal), the costs of such appeal shall be borne by **Client**.

Tax Specialists of Georgia-Southeast, LLC

Sales & Use Tax Refund Engagement Agreement

COMPENSATION TO TAX SPECIALISTS OF GEORGIA

- 7. In the event TSG does not discover any Refundable Amount as defined herein or if TSG believes that there is such a sum, but such position is denied by the Georgia Department of Revenue, **Client** is under no financial obligation to pay any sum to TSG.
- 8. In the event that (a) TSG discovers a Refundable Amount and (b) the Georgia Department of Revenue issues payment to **Client**, **Client** will notify TSG of the amount and the fact of payment, **immediately upon receipt and before deposit** of said sum. Whereupon, TSG will advise **Client** of TSG's best estimate of what has been denied in the refund claim and the extent to which such denial is justified or unlikely to be reversed on further appeal, whether interest appears to be properly added where owed, and the possible costs or delays of further appeal. Then, **Client** shall decide if the acceptance of the payment by deposit (which may waive further claims) is justified solely in **Client's** discretion.
- 9. **Client** shall pay TSG within ten (10) days of **Client's** receipt and acceptance of the tax refund, **twenty-five percent (25%)** of the total proceeds recovered from all filings made by Tax Specialists.

RESPONSIBILITIES OF CLIENT

- 10. **Client** shall be responsible:
 - a. for providing access to records relating to Projects.
 - b. for paying the sums as calculated under this Agreement.
 - c. for any and all consequences to Client for its failure to follow the laws of the State of Georgia regarding taxable sales by municipalities on services and products like, but not limited to, natural gas, cable television, broadband access, electricity, or product sales.
 - d. for electrical access sufficient to allow Tax Specialists to use its portable scanning equipment to copy records.
 - e. *To confirm if your city pays other sales tax (natural gas, etc.) ELECRONICALLY ___ [initial] [if you file electronically, TSG is required to work with you to file electronically.]*

In witness whereof, Tax Specialists of Georgia-Southeast, LLC and **Client** have executed this agreement, under seal, this ____ day of _____, 2020.

Tax Specialists of Georgia-Southeast, LLC
1908 Bent Pine Park
Statham, GA 30666
Phone: (770) 883-1383

City of Cartersville
PO Box 1390
Cartersville, GA 30120-1390
Phone: (770) 387-5616

By: _____
Print Name: William H. Branan, III

By: _____
Print Name: Matt Santini _____
Title: Mayor _____

Attest: _____
Print name: Meredith Ulmer
Title: Clerk of City



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
WTP – Filter Controls Integration Revision**

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	<p>On December 19, 2019, Council approved a contract with MR Systems (MR) for filter control systems integration at the Water Treatment Plant (WTP) for \$570,418.00. The work is a part of the larger filter rehabilitation project currently underway. By contracting directly with MR, the City can save the general contractor mark-up on subcontracted services.</p> <p>During final preparation of contract documents, MR discovered they had omitted costs for performance bonding (\$4,733.00) and sales tax (\$18,416.00). In order to correct this error, the approved amount should be changed to \$593,567.</p> <p>Despite the increase in cost, by directly contracting with MR, the City saves approximately \$63,000 in contractor mark-up. I recommend approval of this change.</p>
City Manager's Remarks:	<p>During final preparation of contract documents by MR, it was found that they left out performance bonding and sales tax. MR is working on the filter controls integration at the Water Treatment Plant. In order to correct the error, the amount needs to change to \$593,567 instead of \$570,418 that was approved by Council on December 19, 2019. Your approval of this change is recommended.</p>
Financial/Budget Certification:	<p>This budgeted project is funded with proceeds from the 2018 Revenue Bond. All expenses for the project will pass through account 505.3310.54.1317 Rehab Sand Filters 1-3 & 7.</p>
Legal:	
Associated Information:	

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

February 4, 2020

Mr. Bob Jones
Director – Cartersville Water Department
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, GA 30120

Re: Water Treatment Plant Filter Controls Upgrades
MR Systems Proposals – Taxes and Bonds
City of Cartersville, GA
W&S Project #027-16-124

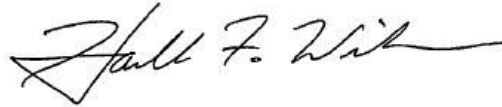
Dear Mr. Jones:

Two proposals were received from MR Systems on September 6, 2019, for the Water Treatment Plant Filters Controls Upgrades and subsequently approved by the City based on our recommendation of December 6, 2019. We forwarded the standard set of contract documents for execution by MR Systems earlier this month. MR Systems original proposal did not include costs for payment and performance bonding (\$4,733) and sales taxes (\$18,416). Accordingly, we recommend revising the contract total amount from (\$570,418) to (\$593,567) to cover those costs.

If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Harold F Wiedeman, P. E.

Enclosures



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Douthit Ferry Road Widening**

SubCategory:	Change Order
Department Name:	Public Works
Department Summary Recommendation:	<p>Southland Engineering has submitted a change order on the Douthit Ferry Road Widening Project. The change order is an increase from \$15,000 to \$32,925 from the sub-consultant Geo-Hydro for the Bridge and Wall Foundation investigations. The increase is due to the requirements changing since the project was originally bid and inflation.</p> <p>We recommend approval of this \$17,925 increase.</p>
City Manager's Remarks:	<p>The change order is related to the requirements changing when the project was originally bid and inflation. Your approval of the Douthit Ferry Road widening change order in the amount of \$17,925 is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	



February 7, 2020
 Mr. Tommy Sanders
 Director of Public Works
 City of Cartersville
tsanders@cityofcartersville.org

Dear Mr. Sanders,

We are requesting a Change Order on the GDOT Project 0007494 Bartow – Douthit Ferry Road Widening which is under design with Southland Engineering.

The project is designed by the City through a Project Framework Agreement through GDOT using Local funds for Preliminary Engineering and Federal and State funds for construction. The project has policies, directive and scheduling that come directly from GDOT.

The Change order is for the Bridge Foundation Investigation and Wall Foundation Investigation. At the time of our original proposal in 2009, the details regarding the bridge and the walls had not been provided. The proposal was developed with some basic assumptions to be updated once the plans and specifications were more developed. For the explorations (BFI and WFI), the scope of work is based on the number of bents and, the height and length of the wall, and the cost will be based on the actual quantities of work performed. The total number of boring required per current GDOT guidelines is greater than the number of borings outlined in our 2009 proposal.

For a BFI and WFI, the boring termination criteria, laboratory testing requirements, and the need for rock coring cannot be fully defined at the time of proposal preparation. Because the actual boring depth, the need for additional sampling, rock coring, and other requirements are dictated by conditions encountered during drilling. As a result, BFIs and WFIs are performed on a time-and-materials basis. The 2009 proposal reflected the need for time-and-materials budgeting and was based on basic assumptions. Lastly, the reporting requirements have changed since 2009. GDOT has now adopted the LRFD method of analysis and reporting.

In addition the time between contract and the actual work being done is 10+ years and cost to perform work has increased.

A. Project Change of Scope

- o BFI and WFI additional services based on increase in cost, GDOT reporting changes and refined bridge plans increase scope due to preliminary bridge and wall designs.



Total Fee Requested: \$32,925

H. Proposal Acceptance

We are pleased to be working with the City on this project and look forward to a long continued relationship in providing excellent service for your engineering and planning needs.

Please review our proposal for the Change Order and if there are any questions please do not hesitate to contact me

Sincerely,

Karl Lutjens, P.E.

Date

ACCEPTED BY:

The Honorable Matthew J. Santini, Mayor
City of Cartersville

Date

Attest : _____ (Seal)
Connie Keeling, City Clerk

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

GDOT Monthly Project Status Meeting

DATE: 02/07/2020

LOCATION: Teleconference

ATTENDEES: Wade Wilson (City of Cartersville), Karl Lutjens (Southland Engineering), Stephen Nguttu (Southland Engineering), Theo Igbalajobi (GDOT OPD), Ryan Niccoli (GDOT Ecology), Heather Edwards (Edwards Pitman)

SUBJECT: PI #0007494—CR 1054/Douthit Ferry Rd. from Old Alabama Rd to SR 61/SR113--Bartow County

- Design updates provided by Stephen Nguttu
 - Design is currently QA/QCing Plans and will be completed by 2/14/2020 after which Stephen will have two weeks to make revisions. They anticipate delivery to The City of Cartersville by 3/2/2020.
 - Bridge design is still reviewing hydraulics and hydrology report and Theo will check with bridge design on status.
 - Stephen will submit revisions to Cost estimates comments to Theo by 2/10/2020.
 - All field work on additional surveyed areas for pavement design have been completed and no changes are anticipated with design.
 - Additional scope to be submitted to The City of Cartersville for BFI and WFI. Wade Wilson stated that they were expecting the change order and will have on next council agenda.

- Environmental

Heather Edwards provided the following updates:

- Archaeology approved December 2019
- Ecology draft to be submitted week of 2/10/2020
- A meeting will be setup with OES to work on History and the AOE
- Air/Noise pending discussions with Miles Kemp on status
- Heather anticipates completion of Technical Studies by May 2020

0007494.CR 343/DOUTHIT FERRY RD FM OLD ALABAMA RD TO SR 61/SR 113

Activity Name	Activity ID	Planned Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Activity Owned By Office
0007494.CR 343/DOUTHIT FERRY RD FM OLD		3,876...	930.0d	03-Mar-08 A	14-Aug-23	03-Mar-08 A	03-Jul-23	03-Mar-08			
Project Summary	00000	3,876...	930.0d	03-Mar-08 A	14-Aug-23	03-Mar-08 A	03-Jul-23	03-Mar-08		0%	
Project Initialization		1,309...	0.0d	07-Aug-08 A	21-Oct-19	07-Aug-08 A	07-Oct-19	07-Aug-08			
Develop Long-Form LGPA or MOU (local PE)	00110	3.0d	0.0d	21-Jun-10 A	27-Sep-10 A	21-Jun-10 A	27-Sep-10 A	21-Jun-10	27-Sep-10	100%	
PE Funding Authorization	00100	0.0d	0.0d	04-Nov-11 A	04-Nov-11 A	04-Nov-11 A	04-Nov-11 A	04-Nov-11	04-Nov-11	100%	PROGMMG
Project Justification	00500	10.0d	0.0d	07-Aug-08 A	21-Oct-19	07-Aug-08 A	07-Oct-19	07-Aug-08		100%	PLANNG
Funding		1,299...	0.0d	03-Nov-11 A	21-Oct-19	03-Nov-11 A	07-Oct-19	03-Nov-11			
CST-Z231	0007...	0.0d	0.0d	21-Oct-19	21-Oct-19	07-Oct-19	07-Oct-19			0%	
PE-HB170	0007...	0.0d	0.0d	03-Nov-11 A	03-Nov-11 A	03-Nov-11 A	03-Nov-11 A	03-Nov-11	03-Nov-11	100%	
PE-L200	0007...	0.0d	0.0d	03-Nov-11 A	03-Nov-11 A	03-Nov-11 A	03-Nov-11 A	03-Nov-11	03-Nov-11	100%	
PE-LOC	0007...	0.0d	0.0d	03-Nov-11 A	03-Nov-11 A	03-Nov-11 A	03-Nov-11 A	03-Nov-11	03-Nov-11	100%	
ROW-LOC	0007...	0.0d	0.0d	21-Oct-19	21-Oct-19	07-Oct-19	07-Oct-19			0%	
UTL-LOC	0007...	0.0d	0.0d	21-Oct-19	21-Oct-19	07-Oct-19	07-Oct-19			0%	
Concept Development		1,478...	0.0d	03-Mar-08 A	14-Nov-13 A	03-Mar-08 A	14-Nov-13 A	03-Mar-08	14-Nov-13		
Concept Development Summary	00200	1,478...	0.0d	03-Mar-08 A	14-Nov-13 A	03-Mar-08 A	14-Nov-13 A	03-Mar-08	14-Nov-13	100%	
Concept Meeting	02600	1.0d	0.0d	06-Jun-12 A	06-Jun-12 A	06-Jun-12 A	06-Jun-12 A	06-Jun-12	06-Jun-12	100%	PRG DEL
Concept Report Review and Comments	02900	30.0d	0.0d	29-Aug-13 A	31-Oct-13 A	29-Aug-13 A	31-Oct-13 A	29-Aug-13	31-Oct-13	100%	DPS
Define Project Concept	00300	130.0d	0.0d	03-Mar-08 A	10-Aug-11 A	03-Mar-08 A	10-Aug-11 A	03-Mar-08	10-Aug-11	100%	PRG DEL
Initial Concept Meeting	00750	1.0d	0.0d	22-Oct-08 A	22-Oct-08 A	22-Oct-08 A	22-Oct-08 A	22-Oct-08	22-Oct-08	100%	PRG DEL
Management Concept Approval Complete	03000	0.0d	0.0d	14-Nov-13 A	14-Nov-13 A	14-Nov-13 A	14-Nov-13 A	14-Nov-13	14-Nov-13	100%	DPS
PM Submit Concept Report	02800	0.0d	0.0d	26-Aug-13 A	29-Aug-13 A	26-Aug-13 A	29-Aug-13 A	26-Aug-13	29-Aug-13	100%	PRG DEL
Request Ecological & Historic Resource Survey and	00800	60.0d	0.0d	01-Oct-10 A	01-Dec-10 A	01-Oct-10 A	01-Dec-10 A	01-Oct-10	01-Dec-10	100%	ENV
Review Local/Consultant Concept	02450	5.0d	0.0d	22-Aug-13 A	29-Aug-13 A	22-Aug-13 A	29-Aug-13 A	22-Aug-13	29-Aug-13	100%	PRG DEL
VE Study		158.0d	0.0d	06-Jul-12 A	05-Feb-13 A	06-Jul-12 A	05-Feb-13 A	06-Jul-12	05-Feb-13		
Implementation Team Recommendations Approval	08600	11.0d	0.0d	01-Feb-13 A	05-Feb-13 A	01-Feb-13 A	05-Feb-13 A	01-Feb-13	05-Feb-13	100%	ENG SVC
PM Request VE Study	07950	0.0d	0.0d	06-Jul-12 A	06-Jul-12 A	06-Jul-12 A	06-Jul-12 A	06-Jul-12	06-Jul-12	100%	
VE Report Preparation	08400	10.0d	0.0d	01-Nov-12 A	20-Nov-12 A	01-Nov-12 A	20-Nov-12 A	01-Nov-12	20-Nov-12	100%	ENG SVC
VE Report Presentation to Implementation Team	08500	20.0d	0.0d	20-Nov-12 A	01-Feb-13 A	20-Nov-12 A	01-Feb-13 A	20-Nov-12	01-Feb-13	100%	ENG SVC
VE Study	08300	4.0d	0.0d	29-Oct-12 A	01-Nov-12 A	29-Oct-12 A	01-Nov-12 A	29-Oct-12	01-Nov-12	100%	ENG SVC
VE Study Preparation	08200	60.0d	0.0d	18-Jul-12 A	26-Oct-12 A	18-Jul-12 A	26-Oct-12 A	18-Jul-12	26-Oct-12	100%	ENG SVC
VE Study Request (OES)	08100	5.0d	0.0d	06-Jul-12 A	11-Jul-12 A	06-Jul-12 A	11-Jul-12 A	06-Jul-12	11-Jul-12	100%	ENG SVC
VE Study Summary	08000	158.0d	0.0d	06-Jul-12 A	05-Feb-13 A	06-Jul-12 A	05-Feb-13 A	06-Jul-12	05-Feb-13	100%	
UST and Hazardous Waste		311.0d	0.0d	16-Jul-13 A	03-Mar-17 A	16-Jul-13 A	03-Mar-17 A	16-Jul-13	03-Mar-17		
UST and HW Summary	27800	311.0d	0.0d	16-Jul-13 A	03-Mar-17 A	16-Jul-13 A	03-Mar-17 A	16-Jul-13	03-Mar-17	100%	
UST/HW Site Assessment Phase I		103.0d	0.0d	16-Jul-13 A	17-Oct-13 A	16-Jul-13 A	17-Oct-13 A	16-Jul-13	17-Oct-13		
Receive Layout for UST/HW Phase I	27827	0.0d	0.0d	17-Oct-13 A	17-Oct-13 A	17-Oct-13 A	17-Oct-13 A	17-Oct-13	17-Oct-13	100%	
UST/HW Phase I Report Preparation	27832	60.0d	0.0d	16-Jul-13 A	17-Oct-13 A	16-Jul-13 A	17-Oct-13 A	16-Jul-13	17-Oct-13	100%	
UST/HW Site Assessment Phase I Summary	27821	103.0d	0.0d	16-Jul-13 A	17-Oct-13 A	16-Jul-13 A	17-Oct-13 A	16-Jul-13	17-Oct-13	100%	

0007494.CR 343/DOUTHIT FERRY RD FM OLD ALABAMA RD TO SR 61/SR 113

Activity Name	Activity ID	Planned Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Activity Owned By Office
UST/HW Site Assessment Phase II		180.0d	0.0d	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17	03-Mar-17		
Receive Layout for UST/HW Phase II	27847	0.0d	0.0d	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17	03-Mar-17	100%	
Review Consultant UST/HW Phase II Report	27854	40.0d	0.0d	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17	03-Mar-17	100%	
UST/HW Phase II Report Preparation	27852	180.0d	0.0d	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17	03-Mar-17	100%	
UST/HW Site Assessment Phase II Summary	27841	180.0d	0.0d	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17	03-Mar-17	100%	
Database Preparation		783.0d	0.0d	15-Jan-16 A	21-Oct-19	15-Jan-16 A	07-Oct-19	15-Jan-16			
Database Complete	20650	0.0d	0.0d	21-Oct-19	21-Oct-19	07-Oct-19	07-Oct-19			0%	DPS
Database Summary	20000	783.0d	0.0d	15-Jan-16 A	21-Oct-19	15-Jan-16 A	07-Oct-19	15-Jan-16		100%	
Start Database Preparation	20050	0.0d	0.0d	15-Aug-16 A	15-Aug-16 A	15-Aug-16 A	15-Aug-16 A	15-Aug-16	15-Aug-16	100%	DPS
Mapping		50.0d	0.0d	15-Jan-16 A	25-Mar-16 A	15-Jan-16 A	25-Mar-16 A	15-Jan-16	25-Mar-16		
Control Surveys	20200	20.0d	0.0d	08-Feb-16 A	25-Mar-16 A	08-Feb-16 A	25-Mar-16 A	08-Feb-16	25-Mar-16	100%	DPS
Mapping	20300	15.0d	0.0d	07-Mar-16 A	25-Mar-16 A	07-Mar-16 A	25-Mar-16 A	07-Mar-16	25-Mar-16	100%	DPS
Mapping Photography	20100	15.0d	0.0d	15-Jan-16 A	05-Feb-16 A	15-Jan-16 A	05-Feb-16 A	15-Jan-16	05-Feb-16	100%	DPS
Field Surveys		81.0d	0.0d	28-Mar-16 A	21-Jul-16 A	28-Mar-16 A	21-Jul-16 A	28-Mar-16	21-Jul-16		
Field Survey Summary	20450	81.0d	0.0d	28-Mar-16 A	21-Jul-16 A	28-Mar-16 A	21-Jul-16 A	28-Mar-16	21-Jul-16	100%	
Field Surveys	20500	20.0d	0.0d	29-Mar-16 A	25-Apr-16 A	29-Mar-16 A	25-Apr-16 A	29-Mar-16	25-Apr-16	100%	DISTR O
Pre-Survey Field Meeting	20400	1.0d	0.0d	28-Mar-16 A	28-Mar-16 A	28-Mar-16 A	28-Mar-16 A	28-Mar-16	28-Mar-16	100%	DISTR O
Review Local/Consultant Field Surveys	20625	40.0d	0.0d	25-May-16 A	21-Jul-16 A	25-May-16 A	21-Jul-16 A	25-May-16	21-Jul-16	100%	DPS
SDE Process Work	20600	20.0d	0.0d	27-Apr-16 A	24-May-16 A	27-Apr-16 A	24-May-16 A	27-Apr-16	24-May-16	100%	DISTR O
Soil Survey		223.0d	0.0d	14-Apr-14 A	09-Jun-15 A	14-Apr-14 A	09-Jun-15 A	14-Apr-14	09-Jun-15		
Request/Receive Soil Survey/Ex Pvmt Eval	80200	183.0d	0.0d	14-Apr-14 A	09-Jun-15 A	14-Apr-14 A	09-Jun-15 A	14-Apr-14	09-Jun-15	100%	MAT
Review Local/Consultant Soil Survey	80650	40.0d	0.0d	14-Apr-14 A	09-Jun-15 A	14-Apr-14 A	09-Jun-15 A	14-Apr-14	09-Jun-15	100%	MAT
Soil Survey Report Preparation	80600	180.0d	0.0d	14-Apr-14 A	09-Jun-15 A	14-Apr-14 A	09-Jun-15 A	14-Apr-14	09-Jun-15	100%	MAT
Soil Survey Summary	80100	223.0d	0.0d	14-Apr-14 A	09-Jun-15 A	14-Apr-14 A	09-Jun-15 A	14-Apr-14	09-Jun-15	100%	
Preliminary Plans Phase		883.0d	231.0d	22-Jul-16 A	22-Sep-20	22-Jul-16 A	09-Sep-20	22-Jul-16			
PM Reviews Preliminary Plans	24500	10.0d	0.0d	27-Mar-17 A	29-Mar-17 A	27-Mar-17 A	29-Mar-17 A	27-Mar-17	29-Mar-17	100%	PRG DEL
Preliminary Plans Phase Summary	20700	883.0d	231.0d	22-Jul-16 A	22-Sep-20	22-Jul-16 A	09-Sep-20	22-Jul-16		73.8%	
Request/Receive Utilities First Submission/SUE	20900	60.0d	0.0d	05-Aug-16 A	31-Oct-16 A	05-Aug-16 A	31-Oct-16 A	05-Aug-16	31-Oct-16	100%	PRG DEL
Local and Consultant Design Activities for		667.0d	0.0d	22-Jul-16 A	08-Nov-19	22-Jul-16 A	28-Oct-19	22-Jul-16			
Pavement Design Preparation, Review and	81600	23.0d	0.0d	22-Jul-16 A	23-Aug-16 A	22-Jul-16 A	23-Aug-16 A	22-Jul-16	23-Aug-16	100%	MAT
Preliminary Plans Complete	25000	0.0d	0.0d	08-Nov-19	08-Nov-19	28-Oct-19	28-Oct-19			0%	PRG DEL
Preliminary Roadway Plans (consultant design)	20800	120.0d	0.0d	22-Jul-16 A	10-Mar-17 A	22-Jul-16 A	10-Mar-17 A	22-Jul-16	10-Mar-17	100%	PRG DEL
Request/Receive Constructability Review	21550	20.0d	0.0d	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17 A	03-Mar-17	03-Mar-17	100%	PRG DEL
Submit Preliminary Plans to GDOT Offices	23697	0.0d	0.0d	16-Sep-16 A	16-Sep-16 A	16-Sep-16 A	16-Sep-16 A	16-Sep-16	16-Sep-16	100%	PRG DEL
Preliminary Bridge Design		667.0d	15.0d	19-Sep-16 A	08-Nov-19	19-Sep-16 A	28-Oct-19	19-Sep-16			
Bridge Hydraulic Study and Layout Development	22300	120.0d	12.0d	19-Sep-16 A	05-Nov-19	19-Sep-16 A	23-Oct-19	19-Sep-16		90%	BRIDGE
Bridge Layout Complete	22400	0.0d	0.0d	08-Nov-19	08-Nov-19	28-Oct-19	28-Oct-19			0%	BRIDGE
Preliminary Bridge Design Summary	22000	667.0d	15.0d	19-Sep-16 A	08-Nov-19	19-Sep-16 A	28-Oct-19	19-Sep-16		97.8%	

Item # 13

0007494.CR 343/DOUTHIT FERRY RD FM OLD ALABAMA RD TO SR 61/SR 113

Activity Name	Activity ID	Planned Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Activity Owned By Office
Request Preliminary Bridge Layout	22100	0.0d	0.0d	19-Sep-16 A	19-Sep-16 A	19-Sep-16 A	19-Sep-16 A	19-Sep-16	19-Sep-16	100%	PRG DEL
Review Local/Consultant Preliminary Bridge	22350	30.0d	3.0d	05-Feb-19 A	08-Nov-19	05-Feb-19 A	28-Oct-19	05-Feb-19		90%	BRIDGE
PFPR		51.0d	51.0d	13-Jul-20	22-Sep-20	29-Jun-20	09-Sep-20				
PFPR Inspection	40200	1.0d	1.0d	10-Aug-20	10-Aug-20	28-Jul-20	28-Jul-20			0%	ENG SVC
PFPR Report Approval and Distribution	40400	0.0d	0.0d	18-Aug-20	18-Aug-20	05-Aug-20	05-Aug-20			0%	ENG SVC
PFPR Report Preparation	40300	5.0d	5.0d	11-Aug-20	17-Aug-20	29-Jul-20	04-Aug-20			0%	ENG SVC
PFPR Request (OES)	40100	20.0d	20.0d	13-Jul-20	07-Aug-20	29-Jun-20	27-Jul-20			0%	ENG SVC
PFPR Summary	40000	51.0d	51.0d	13-Jul-20	22-Sep-20	29-Jun-20	09-Sep-20			0%	
PM Distributes PFPR Responses	40550	0.0d	0.0d	22-Sep-20	22-Sep-20	09-Sep-20	09-Sep-20			0%	PRG DEL
PM Request PFPR	39500	0.0d	0.0d	13-Jul-20	13-Jul-20	29-Jun-20	29-Jun-20			0%	PRG DEL
PM Submits PFPR Responses to OES	40450	20.0d	20.0d	18-Aug-20	15-Sep-20	05-Aug-20	01-Sep-20			0%	PRG DEL
Verify PFPR Responses	40500	5.0d	5.0d	16-Sep-20	22-Sep-20	02-Sep-20	09-Sep-20			0%	ENG SVC
BFIReport		185.0d	185.0d	12-Nov-19	07-Aug-20	29-Oct-19	27-Jul-20				
BFI Report Preparation	81200	180.0d	180.0d	19-Nov-19	07-Aug-20	05-Nov-19	27-Jul-20			0%	MAT
BFI Report Summary	80700	185.0d	185.0d	12-Nov-19	07-Aug-20	29-Oct-19	27-Jul-20			0%	
Request BFI	80800	0.0d	0.0d	12-Nov-19	12-Nov-19	29-Oct-19	29-Oct-19			0%	PRG DEL
Review Local/Consultant BFI	81250	40.0d	40.0d	12-Jun-20	07-Aug-20	01-Jun-20	27-Jul-20			0%	MAT
Environmental		2,270.0d	875.0d	01-Oct-10 A	25-May-23	01-Oct-10 A	13-Apr-23	01-Oct-10			
Environmental Approval Complete	18100	0.0d	0.0d	29-Jun-21	29-Jun-21	18-May-21	18-May-21			0%	ENV
Environmental Document Approval Summary	10000	877.0d	401.0d	01-Oct-10 A	29-Jun-21	01-Oct-10 A	18-May-21	01-Oct-10		54.3%	
Public Meetings		1,615.0d	50.0d	08-Oct-13 A	04-Sep-20	08-Oct-13 A	24-Aug-20	08-Oct-13			
Public Hearing Open House (PHOH)		50.0d	50.0d	26-Jun-20	04-Sep-20	15-Jun-20	24-Aug-20				
Prepare For and Conduct PHOH (with steps)	14343	30.0d	30.0d	26-Jun-20	07-Aug-20	15-Jun-20	27-Jul-20			0%	ENV
Public Hearing Held	14347	0.0d	0.0d	10-Aug-20	10-Aug-20	28-Jul-20	28-Jul-20			0%	ENV
Respond to PHOH Comments	14352	20.0d	20.0d	10-Aug-20	04-Sep-20	28-Jul-20	24-Aug-20			0%	ENV
PIOH		185.0d	0.0d	08-Oct-13 A	17-Dec-13 A	08-Oct-13 A	17-Dec-13 A	08-Oct-13	17-Dec-13		
PIOH Summary	09000	185.0d	0.0d	08-Oct-13 A	17-Dec-13 A	08-Oct-13 A	17-Dec-13 A	08-Oct-13	17-Dec-13	100%	
Property Research for PIOH	09050	5.0d	0.0d	08-Oct-13 A	11-Oct-13 A	08-Oct-13 A	11-Oct-13 A	08-Oct-13	11-Oct-13	100%	PRG DEL
Public Information Open House Advertisement	09100	30.0d	0.0d	11-Nov-13 A	10-Dec-13 A	11-Nov-13 A	10-Dec-13 A	11-Nov-13	10-Dec-13	100%	PRG DEL
Public Information Open House Held	09300	0.0d	0.0d	17-Dec-13 A	17-Dec-13 A	17-Dec-13 A	17-Dec-13 A	17-Dec-13	17-Dec-13	100%	ENV
Request Public Information Open House	09025	0.0d	0.0d	14-Oct-13 A	14-Oct-13 A	14-Oct-13 A	14-Oct-13 A	14-Oct-13	14-Oct-13	100%	PRG DEL
Technical Studies		746.7d	120.0d	03-Apr-17 A	14-Apr-20	30-Mar-17 A	01-Apr-20	30-Mar-17			
Environmental Technical Studies Complete	13499	0.0d	0.0d	14-Apr-20	14-Apr-20	01-Apr-20	01-Apr-20			0%	ENV
Receive Preliminary Plans to Begin Technical	13417	0.0d	0.0d	03-Apr-17 A	03-Apr-17 A	03-Apr-17 A	03-Apr-17 A	03-Apr-17	03-Apr-17	100%	ENV
Technical Studies Summary	13411	746.7d	120.0d	03-Apr-17 A	14-Apr-20	30-Mar-17 A	01-Apr-20	30-Mar-17		83.9%	
Agency Consultation for Ecology		120.0d	0.0d	21-Oct-19	14-Apr-20	16-Oct-17 A	24-Jan-18 A	16-Oct-17	24-Jan-18		
Conduct Agency Consultation for Ecology	13463	120.0d	0.0d	21-Oct-19	14-Apr-20	16-Oct-17 A	24-Jan-18 A	16-Oct-17	24-Jan-18	100%	ENV
Cultural Resource Assessment of Effects		120.0d	90.0d	21-Oct-19	14-Apr-20	30-Mar-17 A	19-Feb-20	30-Mar-17			

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Activity Name	Activity ID	Planned Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Activity Owned By Office
Conduct Section 106 Consultation (with steps)	13473	120.0d	90.0d	21-Oct-19	14-Apr-20	30-Mar-17 A	19-Feb-20	30-Mar-17		90%	ENV
Noise Analysis		120.0d	120.0d	21-Oct-19	14-Apr-20	07-Oct-19	01-Apr-20				
Conduct Noise Analysis (with steps)	13483	120.0d	120.0d	21-Oct-19	14-Apr-20	07-Oct-19	01-Apr-20			0%	ENV
Air Quality Analysis		120.0d	120.0d	21-Oct-19	14-Apr-20	07-Oct-19	01-Apr-20				
Conduct Air Quality Analysis (with steps)	13493	120.0d	120.0d	21-Oct-19	14-Apr-20	07-Oct-19	01-Apr-20			0%	ENV
Receive Local/Consultant Technical Studies		80.0d	80.0d	19-Feb-20	19-Feb-20	07-Oct-19	06-Feb-20				
Receive Local/Consultant Agency Consultation	13467	0.0d	0.0d	19-Feb-20	19-Feb-20	07-Oct-19	07-Oct-19			0%	ENV
Receive Local/Consultant Air Quality Analysis	13497	0.0d	0.0d	19-Feb-20	19-Feb-20	06-Feb-20	06-Feb-20			0%	ENV
Receive Local/Consultant Assessment of	13477	0.0d	0.0d	19-Feb-20	19-Feb-20	20-Dec-19	20-Dec-19			0%	ENV
Receive Local/Consultant Noise Analysis	13487	0.0d	0.0d	19-Feb-20	19-Feb-20	06-Feb-20	06-Feb-20			0%	ENV
NEPA Document		401.0d	401.0d	21-Oct-19	29-Jun-21	07-Oct-19	18-May-21				
NEPA Document Summary	14311	401.0d	401.0d	21-Oct-19	29-Jun-21	07-Oct-19	18-May-21			0%	
Draft EA		170.0d	170.0d	21-Oct-19	25-Jun-20	07-Oct-19	12-Jun-20				
FHWA Review of Draft EA & Approval to	14333	60.0d	60.0d	01-Apr-20	25-Jun-20	19-Mar-20	12-Jun-20			0%	ENV
Prepare Draft EA (with steps)	14323	80.0d	80.0d	21-Oct-19	18-Feb-20	07-Oct-19	05-Feb-20			0%	ENV
Review Draft EA	14328	30.0d	30.0d	19-Feb-20	31-Mar-20	06-Feb-20	18-Mar-20			0%	
Submit Draft EA	14329	0.0d	0.0d	31-Mar-20	31-Mar-20	18-Mar-20	18-Mar-20			0%	ENV
Receive Local/Consultant NEPA Document		0.0d	0.0d	19-Feb-20	19-Feb-20	06-Feb-20	06-Feb-20				
Receive Local/Consultant Draft EA/FONSI	14327	0.0d	0.0d	19-Feb-20	19-Feb-20	06-Feb-20	06-Feb-20			0%	ENV
Final EA		170.0d	170.0d	23-Sep-20	29-Jun-21	10-Sep-20	18-May-21				
FHWA Review and Approval of the Final	14433	60.0d	60.0d	05-Apr-21	29-Jun-21	23-Feb-21	18-May-21			0%	ENV
Prepare Final EA/FONSI (with steps)	14423	80.0d	80.0d	23-Sep-20	19-Feb-21	10-Sep-20	08-Jan-21			0%	ENV
Review Final EA/FONSI	14428	30.0d	30.0d	22-Feb-21	02-Apr-21	11-Jan-21	22-Feb-21			0%	
Submit Final EA/FONSI to FHWA	14429	0.0d	0.0d	02-Apr-21	02-Apr-21	22-Feb-21	22-Feb-21			0%	ENV
Receive Local/Consultant NEPA Document		0.0d	0.0d	22-Feb-21	22-Feb-21	11-Jan-21	11-Jan-21				
Receive Local/Consultant Final EA/FONSI	14427	0.0d	0.0d	22-Feb-21	22-Feb-21	11-Jan-21	11-Jan-21			0%	ENV
Environmental Certification for ROW		10.0d	10.0d	30-Jun-21	14-Jul-21	19-May-21	02-Jun-21				
Environmental Certification for ROW	70300	5.0d	5.0d	08-Jul-21	14-Jul-21	26-May-21	02-Jun-21			0%	ENV
Receive Revised Plans & Change Form (if changes)	18112	5.0d	5.0d	30-Jun-21	07-Jul-21	19-May-21	25-May-21			0%	ENV
Permits		75.0d	75.0d	04-Jan-23	19-Apr-23	21-Nov-22	09-Mar-23				
404 and Buffer Variance (BV) Permits LOE	88231	65.0d	65.0d	19-Jan-23	19-Apr-23	05-Dec-22	09-Mar-23			0%	ENV
OES Receives and Reviews Plans for Application	88222	10.0d	10.0d	04-Jan-23	18-Jan-23	21-Nov-22	02-Dec-22			0%	ENV
404 Permit		65.0d	65.0d	19-Jan-23	19-Apr-23	05-Dec-22	09-Mar-23				
Complete 404 Permit (with steps) 65d if	88233	65.0d	65.0d	19-Jan-23	19-Apr-23	05-Dec-22	09-Mar-23			0%	ENV
Environmental Certification for CST		90.0d	90.0d	19-Jan-23	25-May-23	05-Dec-22	13-Apr-23				
Environmental Certification for Let Complete	95200	10.0d	10.0d	12-May-23	25-May-23	31-Mar-23	13-Apr-23			0%	ENV
Receive Plans & Change Form (if needed);	18712	20.0d	20.0d	19-Jan-23	15-Feb-23	05-Dec-22	04-Jan-23			0%	ENV
Update Environmental Studies for CST		20.0d	20.0d	16-Feb-23	15-Mar-23	05-Jan-23	02-Feb-23				

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Activity Name	Activity ID	Planned Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Activity Owned By Office
Update Air Quality Analysis	18894	20.0d	20.0d	16-Feb-23	15-Mar-23	05-Jan-23	02-Feb-23			0%	ENV
Update Archaeology Studies	18864	20.0d	20.0d	16-Feb-23	15-Mar-23	05-Jan-23	02-Feb-23			0%	ENV
Update Ecology Studies	18814	20.0d	20.0d	16-Feb-23	15-Mar-23	05-Jan-23	02-Feb-23			0%	ENV
Update History Studies	18854	20.0d	20.0d	16-Feb-23	15-Mar-23	05-Jan-23	02-Feb-23			0%	ENV
Update Noise Assessments and Public	18884	20.0d	20.0d	16-Feb-23	15-Mar-23	05-Jan-23	02-Feb-23			0%	ENV
Environmental Reevaluation		40.0d	40.0d	16-Mar-23	11-May-23	03-Feb-23	30-Mar-23				
Complete Environmental Reevaluation for CST	18723	20.0d	20.0d	16-Mar-23	12-Apr-23	03-Feb-23	02-Mar-23			0%	ENV
FHWA Approval of Environmental	18732	20.0d	20.0d	13-Apr-23	11-May-23	03-Mar-23	30-Mar-23			0%	ENV
Submit Environmental Reevaluation to FHWA	18727	0.0d	0.0d	13-Apr-23	13-Apr-23	03-Mar-23	03-Mar-23			0%	ENV
Location and Design		237.0d	237.0d	30-Sep-20	12-Oct-21	17-Sep-20	30-Aug-21				
L & D Approval	60100	12.0d	12.0d	30-Jun-21	16-Jul-21	19-May-21	04-Jun-21			0%	DPS
L & D Approval Advertisement	60500	60.0d	60.0d	19-Jul-21	12-Oct-21	07-Jun-21	30-Aug-21			0%	DISTR O
Location and Design Summary	60000	237.0d	237.0d	30-Sep-20	12-Oct-21	17-Sep-20	30-Aug-21			0%	
PM Submit L & D Report	60050	1.0d	1.0d	30-Sep-20	30-Sep-20	17-Sep-20	17-Sep-20			0%	PRG DEL
ROW Plans		177.0d	177.0d	30-Sep-20	16-Jul-21	17-Sep-20	04-Jun-21				
ROW Plans Final Approval	50400	40.0d	40.0d	20-May-21	16-Jul-21	08-Apr-21	04-Jun-21			0%	ROW
ROW Plans Preparation	50100	15.0d	15.0d	30-Sep-20	21-Oct-20	17-Sep-20	07-Oct-20			0%	RW DES
ROW Plans Summary	50000	177.0d	177.0d	30-Sep-20	16-Jul-21	17-Sep-20	04-Jun-21			0%	
Submit Right of Way Plans	50300	0.0d	0.0d	22-Oct-20	22-Oct-20	08-Oct-20	08-Oct-20			0%	PRG DEL
ROW Acquisition		493.0d	493.0d	27-May-21	19-May-23	15-Apr-21	07-Apr-23				
Appraisal and Review	71000	70.0d	70.0d	16-Aug-21	26-Nov-21	06-Jul-21	13-Oct-21			0%	ROW
ROW Acquisition Summary	70000	493.0d	493.0d	27-May-21	19-May-23	15-Apr-21	07-Apr-23			0%	
ROW Authorization	70400	0.0d	0.0d	13-Aug-21	13-Aug-21	02-Jul-21	02-Jul-21			0%	PROGMMG
ROW Estimate for Authorization	70200	20.0d	20.0d	27-May-21	24-Jun-21	15-Apr-21	13-May-21			0%	ROW
ROW Negotiations	73000	338.0d	338.0d	13-Jan-22	19-May-23	30-Nov-21	07-Apr-23			0%	ROW
Stake ROW	72000	30.0d	30.0d	29-Nov-21	12-Jan-22	14-Oct-21	29-Nov-21			0%	DISTR O
LOC ROW Acquisition		45.0d	45.0d	16-Aug-21	20-Oct-21	06-Jul-21	08-Sep-21				
ROW Notice to Proceed	70550	0.0d	0.0d	20-Oct-21	20-Oct-21	08-Sep-21	08-Sep-21			0%	PRG DEL
ROW Real Property Agreement	70500	45.0d	45.0d	16-Aug-21	19-Oct-21	06-Jul-21	07-Sep-21			0%	PRG DEL
Final Design Phase		665.0d	665.0d	15-Apr-20	18-Jan-23	02-Apr-20	02-Dec-22				
Complete/Submit Environmental Change Form	81312	10.0d	10.0d	04-Jan-23	18-Jan-23	21-Nov-22	02-Dec-22			0%	PRG DEL
Final Design Phase Summary	81300	665.0d	665.0d	15-Apr-20	18-Jan-23	02-Apr-20	02-Dec-22			0%	
PM Reviews Final Plans	86500	10.0d	10.0d	29-Aug-22	12-Sep-22	05-Jul-22	18-Jul-22			0%	PRG DEL
Request/Receive Utilities Second Submission	82000	120.0d	120.0d	26-Aug-21	22-Feb-22	16-Jul-21	11-Jan-22			0%	PRG DEL
Submit Plans to Environmental for Permit	81397	0.0d	0.0d	04-Jan-23	04-Jan-23	21-Nov-22	21-Nov-22			0%	PRG DEL
Wall Plans Preparation	82500	40.0d	40.0d	24-Aug-21	20-Oct-21	14-Jul-21	08-Sep-21			0%	BRIDGE
Local and Consultant Design Activities for		290.0d	290.0d	30-Jun-21	12-Sep-22	19-May-21	18-Jul-22				
Final Construction Plans	81400	280.0d	280.0d	30-Jun-21	26-Aug-22	19-May-21	01-Jul-22			0%	PRG DEL

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Activity Name	Activity ID	Planned Duration	Remaining Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Activity % Complete	Activity Owned By Office
◆ Final Construction Plans Complete	87000	0.0d	0.0d	12-Sep-22	12-Sep-22	18-Jul-22	18-Jul-22			0%	PRG DEL
Final Bridge Design		150.0d	150.0d	15-Apr-20	18-Nov-20	02-Apr-20	04-Nov-20				
Final Bridge Design Summary	82300	150.0d	150.0d	15-Apr-20	18-Nov-20	02-Apr-20	04-Nov-20			0%	
Final Bridge Plans Preparation	82400	120.0d	120.0d	15-Apr-20	05-Oct-20	02-Apr-20	22-Sep-20			0%	BRIDGE
Review Local/Consultant Final Bridge Plans	82430	30.0d	30.0d	06-Oct-20	18-Nov-20	23-Sep-20	04-Nov-20			0%	BRIDGE
FFPR		41.0d	41.0d	20-Sep-22	21-Nov-22	26-Jul-22	21-Sep-22				
FFPR Inspection	90200	1.0d	1.0d	19-Oct-22	19-Oct-22	23-Aug-22	23-Aug-22			0%	ENG SVC
FFPR Report Approval and Distribution	90350	0.0d	0.0d	27-Oct-22	27-Oct-22	31-Aug-22	31-Aug-22			0%	ENG SVC
FFPR Report Preparation	90300	5.0d	5.0d	20-Oct-22	26-Oct-22	24-Aug-22	30-Aug-22			0%	ENG SVC
FFPR Request (OES)	90100	20.0d	20.0d	20-Sep-22	18-Oct-22	26-Jul-22	22-Aug-22			0%	ENG SVC
FFPR Summary	90000	41.0d	41.0d	20-Sep-22	21-Nov-22	26-Jul-22	21-Sep-22			0%	ENG SVC
◆ PM Distributes FFPR Responses	90450	0.0d	0.0d	21-Nov-22	21-Nov-22	21-Sep-22	21-Sep-22			0%	PRG DEL
◆ PM Request FFPR	89500	0.0d	0.0d	20-Sep-22	20-Sep-22	26-Jul-22*	26-Jul-22			0%	PRG DEL
PM Submits FFPR Responses to OES	90375	10.0d	10.0d	27-Oct-22	09-Nov-22	31-Aug-22	14-Sep-22			0%	PRG DEL
Verify FFPR Responses (OES)	90400	5.0d	5.0d	10-Nov-22	21-Nov-22	15-Sep-22	21-Sep-22			0%	ENG SVC
Final Submittals		90.0d	90.0d	05-Apr-23	14-Aug-23	23-Feb-23	03-Jul-23				
◆ Construction Authorization	95500	0.0d	0.0d	23-Jun-23	23-Jun-23	12-May-23	12-May-23			0%	PROGMMG
Final Submittals Summary	95000	90.0d	90.0d	05-Apr-23	14-Aug-23	23-Feb-23	03-Jul-23			0%	
G.O. ROW Certification	95400	4.0d	4.0d	22-May-23	25-May-23	10-Apr-23	13-Apr-23			0%	ROW
◆ Let Contract	95800	0.0d	0.0d	14-Aug-23	14-Aug-23	03-Jul-23	03-Jul-23			0%	CST BID
Project Advertisement	95600	15.0d	15.0d	26-Jun-23	17-Jul-23	15-May-23	05-Jun-23			0%	CST BID
◆ Submit Corrected FFPR Plans	90500	0.0d	0.0d	05-Apr-23	05-Apr-23	23-Feb-23	23-Feb-23			0%	PRG DEL
Submit Final Plans	95100	0.0d	0.0d	05-Jun-23	05-Jun-23	21-Apr-23	21-Apr-23			0%	PRG DEL
◆ Utilities Notice to Proceed	95700	0.0d	0.0d	17-Jul-23	17-Jul-23	05-Jun-23	05-Jun-23			0%	UTIL
Utility Agreements Preparation and Certification	95300	30.0d	30.0d	13-Apr-23	25-May-23	03-Mar-23	13-Apr-23			0%	UTIL

Item # 13



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Residential Garbage Cart**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Solid Waste solicited bids for 400 residential garbage carts and recommend the award to Toter, LLC for \$19,164.55. Toter, LLC was not the lowest bid, but we recommend these carts because they are easier to dump and attach better to our cart flippers. We have purchased from them three times in the past and their carts hold up better and require less maintenance.</p> <p>This is a budgeted item.</p>
City Manager's Remarks:	Your approval of the purchase of the residential garbage carts is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10142950

Sell To:

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

Quote Information

Salesperson	Brittany Zeitler	Created Date	2/4/2020
Salesperson Email	bzeitler@wastequip.com	Expiration Date	3/5/2020
		Quote Number	WQ-10142950
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (270) Brown ---Lid Color - (270) Brown ---Body Hot Stamp on Both Sides (Existing) in ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	400.00	\$45.01	\$18,004.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$18,004.00
Shipping Terms	FOB Origin	Shipping	\$1,160.55
		Tax	\$0.00
		Grand Total	\$19,164.55

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, **Item # 14** price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10142950

are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 4-1-2020 through 4/30/2020. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Residential Recycling Cart**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Solid Waste needs 200 residential recycling carts and recommend the award to Otto Environmental Systems for \$8,300.00. We have purchased recycling carts from Otto several times and they keep a good stock of spare parts for maintenance; therefore, we would like to remain with this vendor.</p> <p>This is a budgeted item.</p>
City Manager's Remarks:	Your approval of the purchase of the residential recycling carts is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 8283

Page: 1/2

Tommy Sanders
City of Cartersville
PO Box 1390
Cartersville GA 30120-1390

Dear Tommy,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Cartersville. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: February 4, 2020 - March 5, 2020

Line	Product	Description	Quantity	Net Price	Net Value
10	OTTO65GEDGE	65 Gal Edge Otto CART	200 Each	38.00 USD / 1 Each	7,600.00 USD
Cart Style: 65 Gal Edge/Metal Ba/Bib/One Handle Cart Base Color: 68 - Dark Blue Lid Color: 57 - Gray Wheel: IM-10" HS Sides: 3136-2 HS Lid: 4657-12					

Total Item Net Value	7,600.00 USD
Freight	700.00 USD
Total	8,300.00 USD

Payment Terms: 30 days net
Incoterms: Free on Board (INTL), Destination

DELIVERY: 30 DAYS FROM RECEIPT OF PURCHASE ORDER

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Franklin Shelton

Franklin.Shelton@otto-usa.com

Terms & Conditions for Quoted Freight

- The quoted freight rate is valid for 30 days, after which time the quoted freight rate is subject to change. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.
- Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.
- Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact. In the absence of prior arrangements, storage charges may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.
- Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.
- Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).
- Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.
- Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a reconsignment fee will be charged once all updated charges are known by the carrier.
- Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Commercial Front Loader Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Solid Waste needs to replace the rear door, bumper, and skirt on a commercial front loader, truck number 6233. The estimate for this repair from our garage is \$23,043.62 which includes work from Steel Materials totaling \$15,736.01. We are hopeful that we can get a few more years of service out of this truck if this repair is made.</p> <p>This is a budgeted item.</p>
City Manager's Remarks:	Your approval of the commercial front loaded repair is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Tommy Sanders

From: Bill Trott
Sent: Tuesday, January 28, 2020 1:04 PM
To: Tommy Sanders
Cc: Dan Porta; Ted Guyant
Subject: unit 6233

Tommy

To repair the rear door and bumper and replace the skirt on the rear door will run \$23,043.62 will take approx. 3 weeks to repair. Let me know what you want to do.

Bill Trott
Garage Supervisor
500 S. Tennessee St.
Cartersville, GA 30120
Tel(770) 387-5640
Cel (678)360-1988
Fax (770)387-7409



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Commercial Front Loader Lease Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Solid Waste would like to renew the lease agreement with RDK Truck Sales with financing provided by Leasing 2, Inc. This proposal would provide a new commercial front loader garbage truck on a 13-month lease term for \$6,172.77 per month with a balloon payment option on the end. RDK guarantees buyback of the truck by paying the balloon payment if we decide not to purchase the truck.</p> <p>The benefits of this proposal is we keep a truck that is less than one year old to reduce maintenance costs, reduce workload of the garage and reduce downtime.</p> <p>We are seeking permission for the Mayor to sign all related documents including but not limited to the proposal, application, and agreement. This is a budgeted item.</p>
City Manager's Remarks:	We would like to renew the lease agreement with RDK Truck Sales for the solid waste Commercial Front Loader. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Keith Lovell reviewed documents for agenda placement.
Associated Information:	

LEASE FINANCING PROPOSAL



Lessee
City of Cartersville, GA

Vendor
RDK Truck Sales

Proposal Date:	January 29, 2020	
Equipment Description:	1- EZ Pack Front Loader with a Peterbilt 520 Chassis	
Commencement Date:	February 1, 2020	
	<u>Option 1</u>	<u>Option 2</u>
Equipment Cost:	\$269,631	\$269,631
Lessee Down Payment:		
Amount Financed:	\$269,631	\$269,631
Lease Term:	13 Months	18 Months
First Payment Date:	5/1/2020	5/1/2020
Payment Frequency:	Monthly	Monthly
Lease Rate:	4.82%	4.65%
Payment Amount:	\$6,172.77	\$6,092.25
Balloon:	\$210,312	\$177,956
Balloon Due Date:	5/1/2021	10/1/2021

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:

Leasing 2, Inc.



Contact: Rick Carney
Phone: 800-287-5155 x16
Date: January 29, 2020
Email: rcarney@leasing2.com
Web: www.leasing2.com



REQUEST TO PROCEED:
When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.
Proposal date: January 29, 2020 Option Chosen: _____ (where applicable)
Upcoming Governing Body meeting date for lease approval: _____
City of Cartersville, GA
Name of Lessee
Authorized Signature Date
Printed Name Of Authorized Signature Title
Contact Name (If Different Than Authorized Signature) Contact Phone
Contact E-Mail Address Last month of your budget year? _____
Please complete the above information and fax or email all pages of the proposal to 813-258-9333 / rcarney@leasing2.com



** Important: A Resolution will be required with the lease contract **
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Transco Steel Line Pipe**

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	We requested bids from six (6) pipe suppliers, and Consolidated Pipe was the only bid proposal we received. Attached is the tabulation of the bid. I recommend Council approval of the steel pipe bid proposal in the amount of \$230,396.80 for the Transco Delivery Point at Brown Farm Road.
City Manager's Remarks:	This is a budgeted item. Your approval of the steel pipe bid for the Transco Delivery point is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill, Director

cc: Michael Dickson, Assistant Director

From: Brian Friery, System Engineer

Date: February 11, 2020

RE: Providing and Delivering Steel Pipe
6" Expansion: Williams/Transco Delivery Point
to Brown Farm Road Regulating Station
Cartersville Project No. CP-16-002-P

As you know, we requested bid proposals from six (6) pipe suppliers that we have previously done business with to contract for the coordinated delivery of the steel line for the above referenced project. We had also placed an Advertisement For Bid on the Georgia Procurement Registry as well as the City's website. As you know, bid proposals were received by the City on or before February 11, 2020 at 12:00 Noon for this project and we received a single bid proposal from Consolidated Pipe & Supply Company, Inc. of Birmingham, Alabama in the amount of \$230,396.80. Attached is a tabulation of the bid.

As you further know, I estimated the pipe cost for this project to be approximately \$392,000.00 for the previous routing. As you can see, the sole bid received is well within the estimated cost. Consolidated Pipe & Supply Company, Inc., furthermore, has satisfactorily completed a coordinated pipe delivery contract for the City in the past and is fully capable of satisfactorily completing this project. I. therefore, recommend the City award this contract to Consolidated Pipe & Supply Company, Inc. of Birmingham, Alabama in the amount of \$230,396.80.

All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §13-10-91 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided with the bid proposal.

TABULATION OF PROPOSALS

1

Contractor: Consolidated Pipe & Supply
 Birmingham, Alabama

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	Estimate ¹ : \$357,150.00		BASE BID: \$230,396.80		BASE BID:		BASE BID:	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	6-5/8" O.D.-.250" W.T., F.B.E. Coated, ERW X52 Steel Line Pipe (Providing & Coating)	20,300	L.F.	\$16.50	\$334,950.00	\$10.28	\$208,684.00				
2.	6-5/8" O.D.-.250" W.T., F.B.E. Coated, ERW X52 Steel Line Pipe (Storing & Delivering)	20,300	L.F.	-	-	\$0.42	\$8,526.00				
3.	6-5/8" O.D.-.280" W.T., F.B.E./ 2040 Coated, ERW X52 Steel Bore Pipe (Providing & Coating)	1,110	L.F.	\$20.00	\$22,200.00	\$11.46	\$12,720.60				
4.	6-5/8" O.D.-.280" W.T., F.B.E./ 2040 Coated, ERW X52 Steel Bore Pipe (Storing & Delivering)	1,110	L.F.	-	-	\$0.42	\$466.20				
BID PROPOSAL				Total:	\$357,150.00	Total:	\$230,396.80	Total:		Total:	

¹ Last estimate revision dated September 11, 2017. Estimated unit price included costs associated with storage and delivery.



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Old Alabama Road Relocation**

SubCategory:	Contracts/Agreements
Department Name:	Gas System
Department Summary Recommendation:	The Old Alabama Road widening and reconstruction requires the Gas System to relocate the existing facilities within the City of Cartersville utility easements that are in conflict with the road construction. The estimate prepared by our office to perform this relocation totals \$16,168.40 and was forwarded to GDOT on Jan 9, 2020. This includes a lump sum agreement and a resolution that must be executed. I recommend Council approval of this agreement and resolution.
City Manager's Remarks:	The Old Alabama widening and reconstruction project requires the gas system to relocate existing facilities. The relocation total estimate is \$16,168.40 and GDOT has approved to pay that amount. Your approval of the resolution and agreement is recommended.
Financial/Budget Certification:	This will be inclusive in next year's budget.
Legal:	This has been approved by the city attorney.
Associated Information:	

Memorandum

To: Michael Hill, Director

cc: Michael Dickson, Assistant Director

From: Brian Friery, System Engineer

Date: February 12, 2020

RE: Natural Gas Main Relocation
Old Alabama Road-Proposed S.R. 113 Widening
and Reconstruction *STP-00-2946-00(001)*
Cartersville Project No. CP-14-002

As you know, portions of the above referenced road construction project require us to relocate existing natural gas facilities within City of Cartersville utility easements which are in conflict with road construction. An Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction was prepared by our office in the total reimbursable amount of \$16,168.40 for the relocation of these existing natural gas facilities and executed copies were forwarded to the Georgia Department of Transportation on January 9, 2020.

Attached, therefore, is a Lump Sum Agreement prepared by the Georgia Department of Transportation whereas the Georgia Department of Transportation has agreed to reimburse the City those costs associated with the relocation of the existing natural gas facilities within City of Cartersville utility easements that are in conflict with road construction. I, therefore, recommend the City enter this Lump Sum Agreement with the Georgia Department of Transportation in the total amount of \$16,168.40 for the reimbursement of those costs associated with the relocation of these existing natural gas facilities.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 30, 2020

Mayor Matt Santini
City of Cartersville Gas System
1 N Erwin Street
P. O. Box 1390
Cartersville, GA 30120

**Subject: Project No. STP00-2946-00(001), Bartow County
P.I. No. 621410-
Lump Sum Agreement Undated – Natural Gas Facilities**

Dear Mayor Santini:

Attached is an electronic counterpart of an undated Lump Sum Utility Agreement between the City of Cartersville Gas System and the Georgia Department of Transportation supported by an estimate for **\$16,168.40** of which the Department will bear **100.00%** or **\$16,168.40** and the City of Cartersville Gas System will bear **0.00%** or **\$0.00**. The Agreements will be dated upon execution on behalf of the Department.

If the Agreement meets with your approval, please handle for execution on behalf of the City of Cartersville Gas System and return three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public's seal is affixed alongside the signature. The Official Seal of the City of Cartersville Gas System is required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also please provide the City of Cartersville Gas System's Federal Employee Identification Number (FEIN) in the blank shown on page 5 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

Mayor Matt Santini
Project No. STP00-2946-00(001), Bartow County
P.I. No. 621410-
Lump Sum Agreement Undated – Natural Gas Facilities
Page 2 of 2; January 29, 2020

If you have any questions or need further information, please contact Danah Bonny, at 404-631-1709 or by e-mail at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Patrick Allen, P.E.
State Utilities Administrator

PA: SPJ: MGC: DB
Attachments

cc: Grant Waldrop, P.E., District 6 Engineer
Jun Birnkammer, E.I.T., District 6 Utilities Manager
David Woodcox, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

GEORGIA PROJECT No.: STP00-2946-00(001), Bartow County

G.D.O.T. P.I. No.: 621410-

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and City of Cartersville Gas System, hereinafter called the LOCAL AGENCY, second party;

WITNESSETH:

WHEREAS, the DEPARTMENT proposes under the above numbered project to **reconstruct Old Alabama Road/relocated SR 113 from SR 113 to Paga Mine Road in Bartow County, Georgia** with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it has become necessary to make certain adjustments to the existing **natural gas** facilities of the LOCAL AGENCY in accordance with the attached estimate for **\$16,168.40**, which was prepared by the LOCAL AGENCY in compliance with Title 23, Highways, of the Code of Federal Regulations (CFR), Chapter I, Subchapter G, Part 645, Subparts A and B and is hereto made a part of this Agreement; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located within the limits of existing streets and roads intersecting herewith, or upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

2. The LOCAL AGENCY relinquishes and grants to the DEPARTMENT all its existing property interest at the present locations within the required highway right-of-way and construction easements as shown on the attached highway plans and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the LOCAL AGENCY'S right-of-way or easement under the terms and conditions as herein stated.

3. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the LOCAL AGENCY'S right-of-way or easement located within the limits of the required right-of-way and construction easements acquired by the DEPARTMENT. Comparable pre-existing ingress and egress to LOCAL AGENCY property rights and facilities will be provided to the LOCAL AGENCY at DEPARTMENT expense. LOCAL AGENCY retains fully adequate right of ingress and egress to LOCAL AGENCY property rights and facilities over the property which is the subject of the highway construction project contemplated herein.

4. The LOCAL AGENCY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the LOCAL AGENCY'S facilities shall be in accordance with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the LOCAL AGENCY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way and construction easements. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

5. The LOCAL AGENCY shall make such changes to its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT.

6. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “Buy America Certificate of Compliance” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

7. The LOCAL AGENCY shall submit a lump sum bill in the exact amount of **\$16,168.40** when the work contemplated under the attached estimate has been satisfactorily completed.

8. The DEPARTMENT shall make a final payment of such lump sum bill promptly upon receipt and verification thereof which shall be a complete satisfaction of liability of the DEPARTMENT hereunder.

9. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed to the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

10. The Certificate of Eligibility for reimbursement prepared by the LOCAL AGENCY, attached hereto and made a part hereof, is the basis for participation of

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

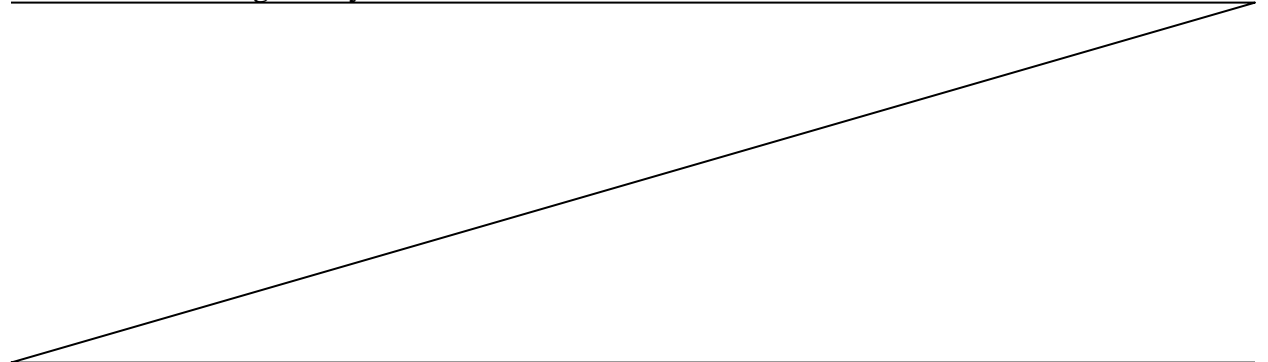
DEPARTMENT funds in the cost of the adjustment of the utility facilities covered by this Agreement.

11. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

12. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the LOCAL AGENCY will be required to perform its relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

13. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

14. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.



STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

CITY OF CARTERSVILLE

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____,
My commission expires:

BY: _____
CITY CLERK

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT: STP00-2946-00(001)
COUNTY: BARTOW
P.I. No: 621410-
DATE January 29, 2020 DB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

RESOLUTION

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the Mayor and City Council of the CITY OF CARTERSVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-2946-00(001), P.I. 621410- to **reconstruct Old Alabama Road/relocated SR 113 from SR 113 to Paga Mine Road in Bartow County** and that Mr. Matt Santini, as Mayor of the City of Cartersville and Meredith Ulmer , as Clerk/Secretary, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the MAYOR of THE CITY OF CARTERSVILLE.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

CITY CLERK/SECRETARY

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE

I Meredith Ulmer , as Clerk/Secretary, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor of the CITY OF CARTERSVILLE. WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK/SECRETARY



Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CARTERSVILLE GAS SYSTEM
Solicitation/Contract No./ Call No. or Project Description:	STP00-2946-00(001), PI # 621410-, BARTOW COUNTY RECONSTRUCT OLD ALABAMA ROAD/RELOCATED SR 113 FROM SR 113 TO PAGA MINE ROAD IN BARTOW COUNTY, GEORGIA.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

109605

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

April 21, 2008

Date of Authorization

City of Cartersville

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Matt Santini

Printed Name (of Authorized Officer or Agent of Contractor)

Mayor

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Item # 19

Rev. 11/01/15

Original 5/17/2013

Revised 7/26/2013

**GEORGIA DEPARTMENT OF
TRANSPORTATION BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20____

WE, _____ City of Cartersville _____

(UTILITY/RAILROAD OWNER)

Address: _____ P.O. Box 1390 (1 North Erwin Street), Cartersville, Georgia 30120 _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

P.I. NO. 621410 - STP00-2946-00(001), reconstruct Old Alabama Road/relocated SR 113 from SR 113 to Paga Mine Road in Bartow County, Georgia

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____ Mayor _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public/Justice of the Peace My Commission Expires: _____

Office of Utilities

March 3, 2015

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**PROJECT No.: STP00-2946-00(001), Bartow County
P.I. No. : 621410-**

PROTECTION OF UTILITY INTERESTS

CITY OF CARTERSVILLE GAS SYSTEM

City of Cartersville Gas System, is the owner and operator (also herein after referred to as Facility Owner) of natural gas facilities crossing over or along the project on Old Alabama Road/ relocated SR 113 from SR 113 to Paga Mine Road in Bartow County, Georgia.

All reference to liability, indemnification, insurance, etc. in this special provision shall apply only to those Natural Gas facilities located in the required right-of-way areas along **Old Alabama Road from** Station 29+00-Lt to station 37+00-Lt and Station 253+75-Rt to station 254+25-Rt, these areas having been acquired by the Department.

The Department hereby notifies the contractor to fully inform his employees, agents or subcontractors of the Official Code of Georgia annotated section 46-3-32 et seq. (safeguards against contact with high voltage lines) and the rules and regulations of the State of Georgia section 300-3-7.01 et seq. (high voltage act). The contractor, his employees, agents and subcontractors shall at all times observe and comply with said act and regulations.

The contractor shall and does hereby agree to indemnify, save harmless and defend The Facility Owner from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by the contractor, his employees, agents or subcontractors or in any attributable to the performance and prosecution of the work herein contract for, including (but without limiting the generality of the foregoing), all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs investigation and of defense.

The contractor hereby waives and relinquishes any right of subrogation it might have against the Facility Owner under the provisions of the Workmen's Compensation Act of Georgia or of any other State on account any injury to its employees or sub-contractor caused in whole or in part by The Facility Owner's transmission facilities. The contractor further agrees that it will require its workmen's compensation insurer, if any, to likewise waive and relinquish such subrogation rights.

Office of Utilities

March 3, 2015

I. **Insurance**

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specification, the contractor will be required to furnish and maintain policies of insurance covering:

(1) The legal liability of the contractor, and his sub-contractors under the Georgia Workmen's Compensation Act for claims for personal injuries and death to employees engaged in the work.

(2) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in the work, for claims of damages for personal injuries or for death resulting therefrom arising out of the work to be performed under this contract by the contractor, or his sub-contractors, to persons other than employees of the contractor or sub-contractors engaged in the work included in this contract in an amount not less than:

\$1,000,000 for any one person
\$2,000,000 for any one accident

(3) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in this work, to pay claims for damages to property belonging to others than such contractor, or his sub-contractors, in the amount not less than:

\$1,000,000 for any one accident

B. All of the aforementioned insurance shall be placed with an insurance company which is licensed to do business in the State of Georgia and shall be endorsed to cover the liability assumed by the contractor under the provisions of this contract.

(1) It is understood, however, that the provisions requiring the contractor to carry said insurance shall not be construed as in any manner waiving or restricting the liability of the contractor pursuant to the terms hereof which may not be insured under said insurance policies above required.

(2) As evidence of this insurance, and prior to the beginning of any work in connection with this contract, the contractor shall submit to the department of transportation, State of Georgia, and the Facility Owner a certificate providing the above coverage and which certifies that the said policies have been properly endorsed to meet the above requirements and that the facility owner is named as additional insured.

C. If any part of the work is sublet, similar insurance and evidence thereof, in the same amounts as required of the prime contractor, shall be provided by or in behalf of the sub-contractor to

Office of Utilities

March 3, 2015

cover his operations, endorsements to the prime contractor's policies specifically naming sub-contractors and describing their operations will be acceptable for this purpose.

- D. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed as evidenced by the formal acceptance by the State. Insuring companies may cancel insurance by permission of the State, The Facility Owner, or on thirty (30) days written notice to the Department and The Facility Owner as follows:

Notice to:

Mayor Matt Santini
Attn: Mr. Michael Hill
City of Cartersville Gas System
Gas System Director
P. O. Box 1390
Cartersville, Georgia 30120

Copy notice to:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street. N.W., 10th Floor
Atlanta, Georgia 30308

II. **Failure to comply**

In the event of cancellation or lapse of insurance policy:

The Facility Owner may require that the contractor vacate the aforementioned Facility Owner's right-of-way or easement area.

The highway engineer may withhold all monies due the contractor on monthly statements.

Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Facility Owner's representative and the highway engineer.

III. **Payment for cost of compliance:**

No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
GA/EMS Grant Acceptance**

SubCategory:	Grant Application/Acceptance
Department Name:	Fire
Department Summary Recommendation:	Respectfully request approval to accept a reimbursement grant from the Georgia Emergency Medical Services Association. This is a reimbursement program funded by the State of Georgia through the Georgia Trauma Care Network Commission. These funds in the amount \$4859.50 are to offset the costs incurred by our department and City for the EMTB program of FY 2019-20. There is no match or obligation. The funds are based on the successful completion of the program by our firefighters. We recommend approval and ask that these funds be applied to our FY 2019-20 budget to offset these training expenditures with a budget adjustment in the amount of \$4859.50 to reflect this change.
City Manager's Remarks:	Your acceptance of the GA/EMS Grant and a FY19-20 budget adjustment to reflect the additional \$4,859.50 is recommended.
Financial/Budget Certification:	We ask that these funds be applied to our FY 2019-20 budget to offset these training expenditures with a budget adjustment in the amount of \$4859.50 to reflect this change.
Legal:	
Associated Information:	



2020 GEMSA – EMT Training Reimbursement / Cartersville

Expense	Amount
Training assorted expense	3419.50
Instructor expense	1440.00
Total	4859.50

Cathy M. White, Georgia EMS Association Program Coordinator

678-283-4542

program@georgiaemsassociation.com



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
Rent for Old Fire Station #3**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city received an invoice from Lisa Walker, the new owner of old fire station #3, for \$11,600 for rent at 1220 West Avenue from December 1, 2019 through January 27, 2020. This invoice was due to the additional time our fire personnel stayed in the old fire station while the new one was still under construction. After reviewing the construction schedule and the reasons for the delayed opening of the new station, I recommend that the city be responsible for 20 days or \$4,000 of the 58 days we are being invoiced and that Abuck Inc., the Construction Manager for this project be responsible for the remaining 38 days.
City Manager's Remarks:	Your approval of the rent payment for \$11,600 with the City being responsible for \$4000 and Abuck Inc., responsible for the remaining amount of \$7600 is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be charged to the Rent account, account number 100-2400-52-2430
Legal:	
Associated Information:	

INVOICE #100**Lisa Walker**

201 Douthit Ferry Rd. Cartersville, GA 30120
 770-607-3055

1/29/2020**BILL TO**

City of Cartersville, Georgia

FOR

Rent on Fire Station 3

Details**AMOUNT**

Rent on 1220 West Ave. (Fire Station # 3)

Dec. 1, 2019 thru Jan. 27, 2020

58 days @ \$200 per day

\$11,600.00

SUBTOTAL \$11,600.00

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$11,600.00

Make all checks payable to Lisa Walker

If you have any questions concerning this invoice, use the following contact information:

Lisa Walker @ 770-607-3055

THANK YOU FOR YOUR BUSINESS!



City of Cartersville

**City Council Meeting
2/20/2020 7:00:00 PM
December 2019 Financial Report**

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for December 2019.
City Manager's Remarks:	Tom R will present this information Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of December 31, 2019

	22 # 4011		100.00%		
	FY 2017-18 MONTH OF 12/1/2018	FY 2018-19 MONTH OF December-19	FY 2017-18 Year to Date December-18	FY 2018-19 Year to Date December-19	
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,660,847	\$3,163,101	\$13,605,066	\$17,708,924	66.44%
EXPENDITURE	\$1,357,865	\$1,502,178	\$11,803,202	\$12,744,014	47.81%
Gen. Fund Net Profit (Loss)	\$302,982	\$1,660,923	\$1,801,864	\$4,964,910	
WATER & SEWER					
REVENUE	\$1,828,934	\$1,902,701	\$11,640,963	\$12,268,057	27.06%
EXPENDITURE	\$2,082,259	\$3,562,862	\$9,753,624	\$16,109,486	35.54%
Wtr. & Swr. Fund Net Profit (Loss)	(\$253,325)	(\$1,660,161)	\$1,887,339	(\$3,841,429)	
GAS					
REVENUE	\$2,951,104	\$2,651,730	\$11,065,007	\$10,233,554	35.48%
EXPENDITURES	\$3,756,128	\$1,632,180	\$15,067,186	\$9,924,744	34.40%
Gas Fund Net Profit (Loss)	(\$805,024)	\$1,019,550	(\$4,002,179)	\$308,810	
ELECTRIC					
REVENUE	\$3,673,371	\$3,664,061	\$25,583,416	\$25,663,781	54.46%
EXPENDITURES	\$3,666,187	\$3,482,153	\$23,425,236	\$23,037,238	48.88%
Electric Fund Net Profit (Loss)	\$7,184	\$181,908	\$2,158,180	\$2,626,543	
STORMWATER					
REVENUE	\$125,439	\$126,862	\$751,725	\$839,039	54.88%
EXPENDITURE	\$85,050	\$139,952	\$966,541	\$745,339	48.75%
Stormwater Fund Net Profit (Loss)	\$40,389	(\$13,090)	(\$214,816)	\$93,700	
SOLID WASTE					
REVENUE	\$205,501	\$490,559	\$1,234,773	\$1,706,713	57.31%
EXPENDITURE	\$176,673	\$150,550	\$1,389,698	\$1,591,480	53.44%
Solid Waste Fund Net Profit (Loss)	\$28,828	\$340,009	(\$154,925)	\$115,233	
FIBER OPTICS					
REVENUE	\$181,713	\$219,103	\$1,105,916	\$1,182,719	53.32%
EXPENDITURE	\$183,124	\$190,940	\$1,173,291	\$884,253	39.86%
Fiber Fund Net Profit (Loss)	(\$1,411)	\$28,163	(\$67,375)	\$298,466	

	Description	12/31/2019	FY 2020 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$17,708,925	\$26,653,300	66.44%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$3,576,670	\$3,684,815	97.07%
	Local Option Sales Tax (LOST)	\$2,241,614	\$4,493,260	49.89%
	Other Taxes	\$4,807,274	\$9,106,915	52.79%
	Building Permit & Inspection Fees	\$233,416	\$350,000	66.69%
	Fines and Forfeitures	\$146,116	\$541,845	26.97%
	Operating Transfers In-City Utilities	\$1,512,351	\$3,010,955	50.23%
	Other Revenues	\$5,191,484	\$5,465,510	94.99%
	Total Expenditures	\$12,744,014	\$26,653,300	47.81%
	Personnel Expenses	\$8,857,568	\$18,094,310	48.95%
	Operating Expenses	\$3,500,822	\$7,824,290	44.74%
	Capital Expenses	\$157,774	\$279,000	56.55%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
Library Appropriations	\$227,850	\$455,700	50.00%	
Water & Sewer Fund	Total Revenues	\$12,268,057	\$45,330,345	27.06%
	Water Sales	\$7,236,384	\$11,825,000	61.20%
	Sewer Sales	\$3,899,337	\$6,480,000	60.17%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$1,132,336	\$580,500	195.06%
	Total Expenditures	\$16,109,486	\$45,330,345	35.54%
	Personnel Expenses	\$1,861,785	\$4,143,850	44.93%
	Operating Expenses	\$1,884,164	\$4,619,210	40.79%
Capital Expenses	\$9,573,306	\$30,870,000	31.01%	
Transfer To General Fund	\$1,084,361	\$2,077,820	52.19%	
Debt Payments	\$1,705,870	\$3,619,465	47.13%	
Gas Fund	Total Revenues	\$10,233,554	\$28,847,030	35.48%
	Gas Sales	\$8,993,850	\$23,174,055	38.81%
	Gas Commodity Charge	\$738,665	\$2,017,920	36.61%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$92,285	\$0	#DIV/0!
	Other Revenues	\$408,754	\$976,810	41.85%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$9,924,744	\$28,847,030	34.40%
	Personnel Expenses	\$1,076,006	\$2,265,130	47.50%
	Operating Expenses	\$689,975	\$1,747,450	39.48%
Purchase of Natural Gas	\$5,948,289	\$16,892,575	35.21%	
Transfer to General Fund	\$1,535,412	\$3,070,825	50.00%	
Debt Service	\$388,255	\$778,365	49.88%	
Capital Expenses	\$286,807	\$4,092,685	7.01%	

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	Description	12/31/2019	FY 2020 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$25,663,781	\$47,128,390	54.46%
	Electric Sales	\$24,911,106	\$45,760,995	54.44%
	Other Revenues	\$752,675	\$1,367,395	55.04%
	Total Expenses	\$23,037,238	\$47,128,390	48.88%
	Personnel Expenses	\$1,218,051	\$2,557,110	47.63%
	Operating Expenses	\$757,913	\$1,629,795	46.50%
	Purchase of Electricity	\$19,464,259	\$38,970,235	49.95%
	Capital Expenses	\$256,694	\$1,265,410	20.29%
	Transfer to General Fund	\$1,340,321	\$2,705,840	49.53%
Stormwater Fund	Total Revenues	\$839,039	\$1,528,800	54.88%
	Stormwater Revenues	\$753,238	\$1,482,800	50.80%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$11,237	\$10,000	112.37%
	Proceeds from Capital Leases	\$74,564	\$36,000	207.12%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$745,339	\$1,528,800	48.75%
	Personnel Expenses	\$364,974	\$794,345	45.95%
Operating Expenses	\$315,988	\$618,920	51.05%	
Capital Expenses	\$64,377	\$115,535	55.72%	
Solid Waste Fund	Total Revenues	\$1,706,713	\$2,978,000	57.31%
	Refuse Collections Revenues	\$1,379,404	\$2,774,000	49.73%
	Other Revenues	\$140,288	\$49,000	286.30%
	Proceeds From Capital Leases	\$187,021	\$155,000	120.66%
	Total Expenses	\$1,591,481	\$2,978,000	53.44%
	Personnel Expenses	\$633,264	\$1,298,360	48.77%
	Operating Expenses	\$810,066	\$1,524,640	53.13%
	Capital Expenses	\$148,151	\$155,000	95.58%
	Fiber Optics Fund	Total Revenues	\$1,182,719	\$2,218,200
Fiber Optics Revenues		\$1,028,717	\$2,004,000	51.33%
GIS Revenues		\$56,100	\$113,200	49.56%
Proceeds from Capital Leases		\$26,268	\$0	#DIV/0!
Other Revenues		\$71,634	\$101,000	70.92%
Total Expenses		\$884,253	\$2,218,200	39.86%
Personnel Expenses		\$321,703	\$714,740	45.01%
Operating Expenses		\$490,730	\$884,140	55.50%
MEAG Telecom Statewide Pymt		\$0	\$0	0.00%
Debt Payment	\$4,053	\$15,305	0.00%	
Capital Expenses	\$67,767	\$604,015	11.22%	

Item # 22

22 # wa1

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							
Total Restricted Cash Balance							

Highlights for the Month of December 2019:
 Unrestricted cash increased due to increases in the General, Grant, Gas, Electric, Solid Waste, and Fiber funds, and were offset by decreases in the Water, Stormwater, and Garage funds.
 Restricted cash increased due to increased cash in the Debt Service, Motor Vehicle Rental, Hotel Motel, Federal DEA, and Pension funds. The following funds had decreases in cash: GO Park and ec Bond (bond payment), SPLOST 2003, and SPLOST 2014 Fund.