



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 Chamber, Third Floor of City Hall– 7:00
PM – 11/21/2019
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. November 7, 2019 (Pages 1 - 18)

[Attachments](#)

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

1. Z19-05: Rezone .47 acres from G-C to L-I. Location: 350 N. Erwin St. Applicant: Prodigy Enterprises (Pages 19 - 35)

[Attachments](#)

2. Z19-06: Rezone 8.52 acres from G-C/O-C to G-C/M-U. Location: 1136/1138 N. Tennessee St. Applicant: Tri Unity Holdings, LLC (Pages 36 - 54)

[Attachments](#)

3. SU19-07: Special Use Permit to Allow a Trash Transfer Station in the H-I Zoning District (Pages 55 - 74)

[Attachments](#)

C. Contracts/Agreements

1. Employee Training (Pages 75 - 83)

[Attachments](#)

2. Land Acquisition (Pages 84 - 98)

[Attachments](#)

3. IGA and Easement Between City of Cartersville and Bartow County (Pages 99 - 135)

[Attachments](#)

4. Contractor Estimate - 19 N. Erwin St (Pages 136 - 137)

[Attachments](#)

5. Douthit Ferry Road Change Order (Pages 138 - 140)

[Attachments](#)

D. Bid Award/Purchases

1. UPC 2020 Annual Membership (Pages 141 - 142)

[Attachments](#)

2. Transco Delivery Point Electrical Design and Installation (Pages 143 - 145)

[Attachments](#)

3. Talon Control Software (Pages 146 - 149)

[Attachments](#)

4. WPCP – NPDES Permit Requirement – Watershed Protection Plan Implementation (Pages 150 - 155)

[Attachments](#)

5. Cogsdale Maintenance Invoice (Pages 156 - 157)

[Attachments](#)

E. First Reading of Ordinances

1. Fiscal Year 2018-19 Budget Amendment (Pages 158 - 160)

[Attachments](#)

F. Monthly Financial Statement

1. September 2019 Financial Report (Pages 161 - 165)

[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
11/21/2019 7:00:00 PM
November 7, 2019

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

City Council Meeting
 10 N. Public Square
 November 7, 2019
 6PM. – Work Session
 7PM – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; 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

II. Regular Agenda

A. Council Meeting Minutes

1. October 17, 2019

A motion to approve the October 17, 2019 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

B. Proclamations

1. Small Business Saturday

This is a proclamation to promote Small Business Saturday on November 30. It was presented to Lillie Read, Downtown Development Manager by Mayor Santini.

C. Public Hearing

1. TEFRA Hearing – Cartersville Gardens

Keith Lovell, Assistant City Attorney stated the Athens Housing Authority will issue revenue notes with the proceeds to be lent to the Cartersville Gardens Preservation Limited Partnership to finance a portion of the acquisition, rehabilitation and development costs of the Cartersville Gardens Apartment community.

Public Hearing: No one came forward and the public hearing was closed.

D. Resolutions

1. Cartersville Gardens – TEFRA Approval

Mr. Lovell stated this resolution authorizes the Athens Housing Authority to issue notes to finance the rehabilitation and development costs of the Cartersville Gardens Apartments located at 378 Old Mill Road.

Motion to approve the Cartersville Gardens – TEFRA Approval Resolution was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ATHENS HOUSING AUTHORITY TO ISSUE NOTES TO FINANCE FACILITIES LOCATED IN THE CITY OF CARTERSVILLE, GEORGIA

WHEREAS, Cartersville Gardens Preservation Limited Partnership, a Georgia limited partnership (the “Borrower”) desires to acquire and improve an existing residential rental housing community know as Cartersville Gardens Apartments located at 378 Old Mill Road, Cartersville, Georgia 30120 (the “Cartersville Project”); and

WHEREAS, the Athens Housing Authority (the “Athens Housing Authority”) has previously adopted a preliminary resolution under which it agreed in principle to issue its revenue bonds or other appropriate obligations (the “Notes”) and to lend the proceeds of the Notes to the Borrower for the purpose of financing in part the acquisition, rehabilitation and development of the Cartersville Project, in furtherance of the purposes of O.C.G.A. Section 8-3-1, *et seq.*, as amended (the “Housing Authorities Law”); and

WHEREAS, after publication of a notice at least 7 days prior to the date of this resolution, which notice of the hearing was published in the *Cartersville Daily Tribune*, a newspaper of general circulation in the City of Cartersville, Georgia (the “City”), on this date a public hearing was held regarding the Notes and the Cartersville Project being financed with the proceeds of the Notes; and

WHEREAS, one of the purposes of this resolution is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) in order to qualify the interest on the Notes for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code; and

WHEREAS, another purpose of this resolution is to satisfy the Housing Authorities Law (the “Act”), specifically (i) O.C.G.A. § 8-3-3(1), which provides that the authority’s “area of operation” is defined as “such city and the area within ten miles of the territorial boundaries thereof but does not mean any area which lies within the territorial boundaries of any other city unless a resolution shall have been adopted by the governing body of such other city declaring that there is a need for the city housing authority to exercise its powers within the territorial boundaries of said other city. No city, county, regional, or consolidated authority shall operate in any area in which an authority already established is operating without the consent by resolution of the authority already operating therein” and (ii) O.C.G.A. § 8-3-15, which provides for the exercise by an authority of extraterritorial powers; and

WHEREAS, THE NOTES SHALL NOT EVER REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OR ANY OTHER POLITICAL SUBDIVISION AND SHALL SOLELY BE SECURED AND PAYABLE FROM COLLATERAL PROVIDED BY THE BORROWER.

NOW, THEREFORE, BE IT RESOLVED and it is hereby resolved by the City of Cartersville, Georgia, as follows:

1. For the sole purpose of complying with the Act, City finds that there are dwelling units at the Cartersville Project that require rehabilitation to provide safe and sanitary accommodations, that the best means to provide the funding to complete the rehabilitation work is by the authorizing the Athens Housing Authority to exercise its powers within the territorial boundaries of the City for the sole purpose of issuing the Notes, and that there is hereby declared a need for the Athens Housing Authority to exercise such extraterritorial powers.

2. The issuance of the Notes by the Athens Housing Authority in the aggregate principal amount not to exceed \$14,000,000 and the loaning of the proceeds to the Borrower for the purpose of financing in part the acquisition, rehabilitation and development of the Cartersville Project is approved.

3. For the sole purpose of qualifying the interest on the Notes for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to applicable provisions of the Code and satisfying the provisions of the Act, the issuance of the Notes by the Athens Housing Authority in the aggregate principal amount not to exceed \$14,000,000 and carrying out of the Cartersville Project with a portion of the proceeds of the Notes is approved.

4. This approval is given solely for the purpose of compliance with provisions of the Code and the Act and in no event shall this approval constitute any obligation on the part of the City with respect to the Notes.

This the 7th day of November, 2019.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk**2. Approval of Capital Improvements Element (CIE) and Short-Term Work Program (STWP) Annual Update and Corresponding Transmittal Resolution**

Randy Mannino, Planning and Development Department Head stated as you are aware, Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan and Short-Term Work Program (STWP). The update gives the impact fee receipts and expenditures (none) for fiscal year 2019 (July 1, 2018 through June 30, 2019), as well as updates the STWP. We are required to hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (RC) and the Department of Community Affairs (DCA). After review from the RC and DCA, the document must be adopted by the Council, and a copy sent to the RC (just like the Comp Plan process). At this time, the document is in "Draft" form and the final version will be distributed for review and comment prior to adoption.

RECOMMENDATION: Staff recommends that Council approve this resolution to allow us to forward the update to the RC and DCA for their review.

Public Hearing: no one came forward and the public hearing was closed.

Motion to approve the Approval of Capital Improvements Element (CIE) and Short-Term Work Program (STWP) Annual Update and Corresponding Transmittal Resolution was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Resolution No.

TRANSMITTAL RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA.

Capital Improvements Element and Short Term Work Program

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on November 7, 2019, at 7:00 P.M. in the City Council meeting room at Cartersville City Hall;

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby submit the draft Capital Improvements Element Annual Update to the Northwest Georgia Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED this the 7th day of November 2019.

Matthew J. Santini
Mayor, City of Cartersville, Georgia

ATTEST:

Meredith Ulmer
City Clerk

3. Closing Ford Street at Martin Luther King, Jr. Drive

Tamara Brock, City Manager stated this resolution will authorize the temporary closing of Ford Street north of Martin Luther King, Jr. Drive to allow for the rehabilitation of the area and properties. A temporary gate will be installed on said portion of Ford Street.

Motion to approve the temporary closing Ford Street at Martin Luther King, Jr. Drive was made by Council Member Cooley and seconded by Council Member Fox.
 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 CLOSING OF FORD STREET NORTH OF MARTIN LUTHER KING JR. DRIVE FOR REHABILITATION OF THE AREA AND PROPERTIES THEREON

WHEREAS, the City of Cartersville has been requested by the adjoining property owners adjacent to Ford Street north of Martin Luther King Jr. Drive to temporarily allow for the closing of said street and the rehabilitation of the area and properties thereon; and

WHEREAS, the City Police, Fire, and Public Works Departments have reviewed said request and have no objections thereto; and

WHEREAS, in order to secure said area, the adjoining property owners will need to install a temporary gate on said portion of Ford Street.

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

that the request of Tilley Holdings, LLC and Tilley Properties, Inc., being the property owners adjoining the entirety of Ford Street north of Martin Luther King Jr. Drive is authorized and that said portion of Ford Street shall be closed for a period of six (6) months for the adjoining property owners to rehabilitate said area. A gate shall be allowed to be placed across and right of way of Ford Street by the adjoining property owners, provided that provisions are made to allow for emergency access by police, fire, and EMS, and for public utilities for maintenance and repair of their existing facilities.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of October, 2019.

ATTEST:

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

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

4. Historic District Moratorium

Mrs. Brock stated the resolution was recommended that 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 March 6, 2020.

Motion to approve the Historic District Moratorium Resolution 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, 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, 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 feel it is necessary to hold a series of work sessions to review and consider the information and issues to determine which if any recommendation to make to staff to submit ordinances for their consideration; and

WHEREAS, due to the anticipated scheduling of the work sessions in November of 2019, 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 December 13, 2019 until March 6, 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 13th day of December, 2019, the temporary moratorium currently in effect until December 13, 2019, is extended to March 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 December 13, 2019, and is hereby extended until March 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 7TH day of NOVEMBER, 2019.

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

ATTEST:

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

E. Contracts/Agreements

1. CVB Agreement

Ms. Brock stated this is an agreement between the City and the Cartersville-Bartow County Convention and Visitors Bureau (CVB) regarding the 1% Tourism Product Development (TPD) funds collected and kept in an escrow account for the City. This agreement will allow these funds to be utilized for the development of tourism product, tourism events, and/or brick and mortar projects in the City or on behalf of the City. Prior to any expenditure, the CVB shall submit the budget and proposal to the City Manager for approval. We request your approval of this agreement.

Motion to approve the CVB Agreement was made by Council Member Roth and

seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Radar Permit Renewal

Chief McCann stated the speed detection permit for the City of Cartersville will expire on December 31, 2019. This Memorandum is a request that the City Council authorize the Mayor to sign all necessary letters and forms relating to the renewal of our permit.

Motion to approve the Radar Permit Renewal was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

F. Engineering Services

1. 1120 N Tennessee Street

Tommy Sanders, Public Works Department Head stated he recommended a proposal for the engineering services required to design a bypass pipe around the proposed location of a new building. This proposal from Stephenson Engineering includes services for a field run survey, storm pipe design and profiling and an easement plat to be included by a licensed surveyor. The total fee for this proposal is \$7,700.

A motion to approve the engineering services for 1120 N Tennessee Street was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

G. Change Order

1. Cook Street Manhole Project – Engineering Change Order 1

Bob Jones, Water Department Head stated Council authorized the design and construction oversight of the Cook Street Manhole Project by Rindt-McDuff Associates, Inc. (RMA) on October 20, 2016. The project is currently under construction and nearing completion. Up to this point, several events have occurred which have changed the scope of services from RMA's original task.

There was a survey error found which required redesign of several elements of the project. Those changes required coordination with CSX engineering. Additional effort was required to coordinate actual construction with CSX, their engineering consultant and their boring sub-consultant. Significant delays were encountered as each of these groups had to review design changes and schedule inspection of the construction in progress.

As originally proposed, RMA included costs for an 8-week construction period. Currently, we are at 6 months in total. The delay has caused unforeseen additional project design, permitting and management costs. RMA has prepared the attached "Additional Services" work order which details the above and estimates funds needed to complete the project. Their request is for an additional \$42,500.00 which will bring the total cost of

engineering services for the project to \$137,390.00.

It is recommended for approval of this engineering change order.

A motion to approve Cook Street Manhole Project – Engineering Change Order 1 was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

H. Bid Award/Purchases

1. 2019-2020 Water Dept. Annual Chemical Purchase

Mr. Jones stated the following chemicals are purchased for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis. Often orders in excess of \$5,000.00 are required. Fixed prices have been requested from each vendor for a period ending October 31, 2020. This will eliminate the need for multiple recurring agenda items throughout the year, and will expedite our ability to order chemicals on an as needed basis.

- Brenntag – Sodium Hypochlorite · Industrial Chemical / Cedar Chem – Polymer
- Southern Ionics – Sodium Bisulfite · Southern Ionics – Aluminum Sulfate
- American Development Corporation (ADC) – Ortho-poly Phosphate
- Polytec, Inc. – Calcium Hydroxide (Lime Slurry) · Brenntag – Sodium Silicofluoride
- Amerochem – Activated Carbon Slurry · Brenntag – Chlorine Gas
- Industrial Chemical – Hydrofluorosilicic Acid · Enterprise Oil – Diesel Fuel
- Gilreath Oil – Diesel Fuel · Owenby Enterprises – Diesel Fuel

Below is a list of unit pricing from each vendor. If it is necessary to rebid or if a less expensive alternative is found, the updated vendor/pricing information will be brought forward for Council approval.

- Sodium hypochlorite \$0.9430/gal · Polymer \$2.62/lb · Sodium Bisulfite \$1.38/gal
- Aluminum Sulfate \$0.1370/dry lb · Ortho-Poly Phosphate \$1.46/lb
- Lime Slurry \$0.0450/lb · Sodium Fluorosilicate \$0.8757/lb
- Activated Carbon Slurry \$4.51/gal · Chlorine gas \$0.29/lb
- Hydrofluosilicic Acid \$1.85/gal · Diesel Fuel Mkt.Price/gal

A motion to approve the 2019-2020 Water Dept. Annual Chemical Purchase was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Center Road Pump Station Improvements

Mr. Jones stated the Center Road Pump Station (CPS) is the source of all water on our high-pressure system. This system supplies water in the corridor from Highway 41 to Interstate 75 and to the Bartow County Water System along Highway 20 to the county line. This summer we have experienced unprecedented demand on this system which will require a series of improvements to increase capacity.

The first step is to improve the intake piping for our existing pumps. The CPS was originally owned and operated by Bartow County. Bartow County purchased water from the City to feed the pump station through a series of water meters and check valves. Based on hydraulic modeling, we believe by removing the meters and check valves we can reduce pressure loss on the suction side of the pumps and improve their efficiency. The modeling indicates we can achieve an additional 300 gallons per minute (gpm) per pump by replacing the meters and check valves with straight pipe. This is a potential gain of almost one (1) million gallons per day with both pumps running.

Quotes were requested for the necessary material to straight pipe the meters and check valves from the following vendors:

Core & Main \$6,399.20

Fortiline Waterworks \$6,439.54

Ferguson Waterworks \$8,459.24

It is recommended for approval of the Core & Main quote for \$6,399.20.

A motion to approve Center Road Pump Station Improvements was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

3. WPCP: Non-potable Pump Repair

Mr. Jones stated the non-potable pump at the WPCP has reached the end of its useful life. The pump now leaks as much as it pumps and is very inefficient. This pump serves a vital role in the treatment of wastewater and operates 24/7/365. It supplies water for in-plant uses such as washing clarifier weirs, pushing various feed chemicals, bar screen and fine screen cleaning as well as surface foam control. Quotes were taken for rebuilding the pump from the following vendors:

· Goforth Williamson, Inc. (GWI) \$13,940.00

· Pro Pumps	\$16,185.65
· Tekwell	\$37,806.00

It is recommended for approval of the low bid from GWI in the amount of \$13,940.00.

Motion to approve the WPCP: Non-potable Pump Repair was made by Council Member Hodge and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

4. D & C Restock 6 – Valves & Brass Fittings

Mr. Jones stated the Distribution and Collection Division (D&C) needs to restock various yoke valves and small brass fittings. Quotes were requested for the needed material from the following vendors:

· Core & Main	\$9,458.00
· Hayes Pipe Supply, Inc.	\$9,995.50
· Kendall Supply	\$10,210.25
· Ferguson Waterworks	\$10,449.65
· G&C Supply Company, Inc.	\$10,999.05

It is recommended for approval of the Core & Main quote of \$9,458.00. This is a budgeted item.

Motion to approve D & C Restock 6 – Valves & Brass Fittings was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

5. WTP – HSP #2 Replacement Contractor

Mr. Jones stated in February of 2018, replacement of the pumps and motors for High Service Pump #1 (HSP#1) and High Service Pump #2 (HSP#2) was completed. HSP#1 received updated switchgear in the project as well. HSP#2 did not because the gear was working well at the time and the project was tight on funding.

We have been experiencing intermittent trouble with the HSP#2 pump controls and switchgear for the past several weeks. The pump is currently out of service. After extensive testing of the system, it appears we have a faulty contactor. Fox Systems, Inc. has provided a price of \$11,235.00 for a refurbished vacuum contactor.

It is recommended for approval of this amount.

Motion to approve the WTP – HSP Replacement Contractor was made by Council Member Roth and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

6. Appliances for New Fire Station

Dan Porta, Assistant City Manager stated this was a request for permission to purchase appliances for the new Fire Station. Prices were compared at four different locations; Best Buy at 13,850.00, Lowe's at 14,525.00, Home Depot at 14,049.00 and Sam Franklin's at \$13,009.49. We recommend the appliance package to be awarded to Sam Franklin's of Cartersville in the amount of \$13,009.49. These are budgeted items and will be purchased with SPLOST funds.

Motion to approve purchase of Appliances for New Fire Station was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

7. Gear Washer/Extractor for New Fire Station

Mr. Porta stated he respectfully requested permission to purchase a 60 lb. heavy washer for firefighter protective equipment, specifically turn-out gear, from Tri-State Laundry Company. Cancer is fast becoming one of the greatest illnesses attacking firefighters. This washer is used to clean all firefighting protective clothing that is worn by personnel after all structure fires and on a semi-annual basis. This is a huge measure in the fight to reduce firefighter cancer. This unit will be placed in our New Fire station that is under construction and will replace a 16-year old unit that is located at the old station 3. This unit is in compliance with NFPA 1851 which is the standard on cleaning and maintenance of Personal Protective Equipment and NFPA 1500 which is the standard of Firefighter Safety, Health and Wellness.

This is a single source purchase to match the other extractor that is located at PSHQ. This allows for seamless maintenance, parts and chemicals for cleaning gear.

We request the Mayor have the authority to sign the sales agreement to Tri-State Laundry Company in the amount of \$11,791.00 which includes warranty, delivery and set-up.

Motion to approve the Gear Washer/Extractor for New Fire Station was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

8. Public Library Roof Replacement

Mr. Porta stated an estimate was received in 2018 to replace the roof of the Cartersville-Bartow Public Library in the amount of \$203,460, and with funding not available, a grant was obtained. The grant was in the amount not to exceed \$102,500 and the city budgeted \$102,500 in our FY 2019-20 budget for this roof replacement. In July, a Request for Proposal was issued for the Library Roof Replacement and seven firms submitted proposals with the lowest proposal exceeding the budgeted amount. Due to these numbers Carmen Sims, Library Director contacted the State and was able to obtain an additional \$17,000 in grant funds.

The lowest and best bid to just replace the roof was \$254,266 from Roof Management, Inc. with additional costs to remove some excess items on the roof plus correcting an issue of water draining properly on a corner of the roof. I would estimate repair costs of approximately \$283,966, but until the two old layers of roof are removed, we will not know the extent of

necessary repairs to the roof deck. Therefore, the requested amount is not to exceed \$300,000 for this roof replacement.

Motion to approve the Public Library Roof Replacement and seek additional funding was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

9. Property Insurance Claims

Mr. Porta stated the city has received a settlement agreement on one of our insurance claims and our deductible for this claim is \$25,000. Travelers Insurance has billed us for two other ongoing claims totaling \$4,001.64. A couple of weeks ago we had a sewer line get clogged by grease causing a backup in a property and this claim will exceed our \$25,000 deductible. Therefore, Mr. Porta requested approval of the settlement agreement on the Jonathan Parker claim, and payment of insurance deductibles totaling \$54,001.64.

Motion to approve the settlement agreement on the Johnathan Parker claim and payment of insurance deductible totaling \$54,001.64 was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

10. KnowBe4 Security Awareness Training

Mr. Porta stated in an effort to help our employees be more aware of email phishing attacks from cyber security criminals, staff recommends purchasing Security Awareness Training from KnowBe4. This company will assist staff in sending out simulated phishing emails and tracking employees that click on them. From this data, we will be able to offer video training to help employees be more aware of email phishing campaigns. I recommend approval of this purchase at a cost of \$15.30 per email, one-year cost not to exceed \$6,120.

Motion to approve the KnowBe4 Security Awareness Training was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

11. Health Insurance Wellness for 2020

Mr. Porta stated at the request of the City Council, One Digital has received Wellness Proposals from three vendors. The first is the expansion of the CHP program, plus proposed options with Health Designs and HealthCheck360. Each option reflects the participant cost for biometric screenings and a single coaching session (matching the current program) as well as expanded coaching sessions based on stratified risk categories – High, Moderate and Low Risk. One Digital utilized the stratification breakdown provided in CHP's proposal, as opposed to alternate vendor assumptions. Staff will need direction from City Council as to how you would like us to proceed for 2020.

Motion to approve current incentive program and include employee poll was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

12. AFLAC Voluntary Insurance Coverage

Mr. Porta stated since around 2002, City employees have been given the opportunity to purchase AFLAC Cancer Insurance and Accident Insurance policies at their own expense. These products were sold through a local AFLAC Representative and ShawHankins.

Our new insurance broker, One Digital, is proposing a group policy for two AFLAC products. Without getting too detailed, the individual cost for each of these policies is less than the existing products, but there are differences in coverages. In addition, employees who have been paying for the existing AFLAC policies for many years have built up additional benefits that are not transferred to the new group policy. Based on this information, I recommend that employees be given an opportunity to decide which AFLAC policy they would like, including the AFLAC Group Policy being offered through One Digital.

Motion to approve the AFLAC Voluntary Insurance Coverage was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

13. Telenet Camera Installation

Mr. Porta stated Telenet Systems was contracted to install data drops and cameras at the Water Treatment Plant for additional security. I recommend approval of this invoice for \$9,771.61.

Motion to approve the Telenet Camera Installation was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

14. 2020 Calendar Printing

Rebecca Bohlander, Public Relations and Communications Manager stated bids were requested from multiple printers for the 2020 calendar printing. One bid was received from A New Dimension Printing for \$9,057.25. Postage is estimated at \$1,650. I recommend the approval of this bid with A New Dimension Printing.

Motion to approve the 2020 Calendar Printing was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

15. Vehicle Purchases

Tom Rhinehart, Finance Department Head stated several City departments need vehicle replacements. The garage advertised bid specs from September 18, 2019 through October 4, 2019. Six vendors returned bids, some only bidding on one or two of the vehicles:

The low bidders were as follows:

Gas Crew Cab Truck – Wade Ford

Administration SUV – Sutherlin Nissan

Public Works Half-Ton Pick-up – Wade Ford

Public Works Three-Quarter Ton Truck – Wade Ford

Electric Half-Ton Pick-Up – Wade Ford

Electric SUV – Sutherlin Nissan

The garage met with each department to discuss the bids and made the following conclusions: Not all low bidders followed the spec sheets issued in the bid package; Prater Ford was higher priced than the low bidder, but we have dealt with Prater Ford in the past and have had no problems; the SUV low bidders bid on a front wheel drive and the specs called for all wheel drive; and Wade Ford was low bidder on four of the six vehicles, but we have had delivery issues from them along with them not ordering the correct vehicle in the past. Bill Trott's notes that he made while going through the bids are attached.

The garage recommends that all of the vehicles be purchased from Prater Ford in Calhoun. The City has purchased from them in the past, and if there are issues upon vehicle delivery, Prater handles the issues in a timely manner. Mr. Rhinehart recommended the purchase of six vehicles from Prater Ford in the amount of \$205,480.17, with the gas, administration, and public works vehicles being purchased through the GMA lease pool.

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

I. Surplus Equipment

1. Scrap Dodge Charger

Mr. Rhinehart stated In March of 2019, a 2008 Dodge Charger, VIN # 2B3KA43G28H180600, was approved to be sold on GovDeals.com. The vehicle has been heavily used for parts for other Dodge vehicles and there is not much left of it. The vehicle has been advertised on GovDeals.com twice and received no bids. Attached is the last time (October 2019) the vehicle was placed on GovDeals.com and the results of that listing (no sale). I recommend that the garage be allowed to sell this vehicle to a scrap yard in order to remove it from our fixed asset list.

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

Mayor Santini made the announcement that Monday was Veteran's Day. The City will be will closed and we should remember those who serve.

After announcements a motion to adjourn the meeting was made by Council Member Fox

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

11/21/2019 7:00:00 PM

Z19-05: Rezone .47 acres from G-C to L-I. Location: 350 N. Erwin St. Applicant: Prodigy Enterprises

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	In June, JA Smith and Company began installing a chain link fence around the perimeter of the property to protect the construction equipment being stored behind the building. Mr. Hardegree informed the fence company of the setbacks, and the zoning and fence restrictions in the G-C (General Commercial) district. Code enforcement officer, Donna Fritz, and Mr. Hardegree contacted the owner. At an on-site meeting in July, the owner was informed of the zoning violations of outdoor storage of the construction equipment and fence setback restrictions under the G-C zoning district. A solution to rezone the property from G-C to L-I (Light Industrial) was agreed to by all parties. The L-I zoning category allows the owner to store construction equipment on the property and provides relief to the fence restrictions. Planning Commission recommended approval (6-0).
City Manager's Remarks:	This addresses outdoor storage for the property owner and allows it under the rezoning to Light Industrial. Planning Commission recommended approval. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-05**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Prodigy Enterprises**

Representative: **Jonathan Smith**

Property Owner: **Prodigy Enterprises**

Property Location: **350 North Erwin St. (C013-0001-008)**

Access to the Property: **Erwin St.**

Site Characteristics:

Tract Size: Acres: **0.47** District: **4th** Section: **3rd** LL(S): **380**

Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

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

Proposed Zoning: **L-I (Light Industrial)**

Proposed Use: **General Contractor with exterior storage of equipment**

Current Zoning of Adjacent Property:

North: **P-I (Public/Institutional)**

South: **L-I (Light Industrial)**

East: **L-I (Light Industrial)**

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

The Future Development Plan designates the subject property as: **Transitional Use Area**

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

ZONING ANALYSIS

Rezoning Summary: The applicant, JA Smith and Company, in June, began installing a chain link fence around the perimeter of the property to protect the construction equipment being stored behind the building. City Planner, David Hardegree, was contacted by the fence company prior to the start of installation to inquire about setbacks. Mr. Hardegree informed the fence company of the setbacks, and the zoning and fence restrictions in the G-C district. Code enforcement officer, Donna Fritz, observed the fence installation and made contact with the owner as did Mr. Hardegree.

At an on-site meeting in July, the owner was informed of the zoning violations of outdoor storage of the construction equipment and fence setback restrictions under the G-C (General Commercial) zoning district. A solution to rezone the property from G-C to L-I (Light industrial) was agreed to by all parties. The L-I zoning category allows the owner to store construction equipment on the property and provides relief to the fence restrictions.

Previously, the property was used as a used car sales lot. All of the property is in the FEMA floodplain. A chain link fence is appropriate for use in the flood plain.

A stream flows across the back edge of the property and a small, non-compliant stream buffer does exist. The stream buffer should remain in place and intact.

City Department Comments

Electric: No comments received

Fibercom: Takes no exception

Fire: No comments received

Gas: The Gas System takes no exception to the following as shown in the attachment provided the owner agrees to double-lock the gate with a Gas System lock allowing 24-7 access within the limits of the fenced area. A natural gas facility exists within the fenced area by prescribed easement. Additionally, the location of the proposed fence cannot hinder access to the existing natural gas facility. The owner is responsible for contacting the Gas System offices prior to fence construction to confirm access to the existing natural gas facility is not hindered and immediately after construction of the fence to coordinate double-locking of the gate.

Public Works: No comments received

Water and Sewer: No comments received

Cartersville School District: N/A.

Public Comments: None received as of 11-4-19.

STANDARDS FOR EXERCISE OF ZONING POWERS.

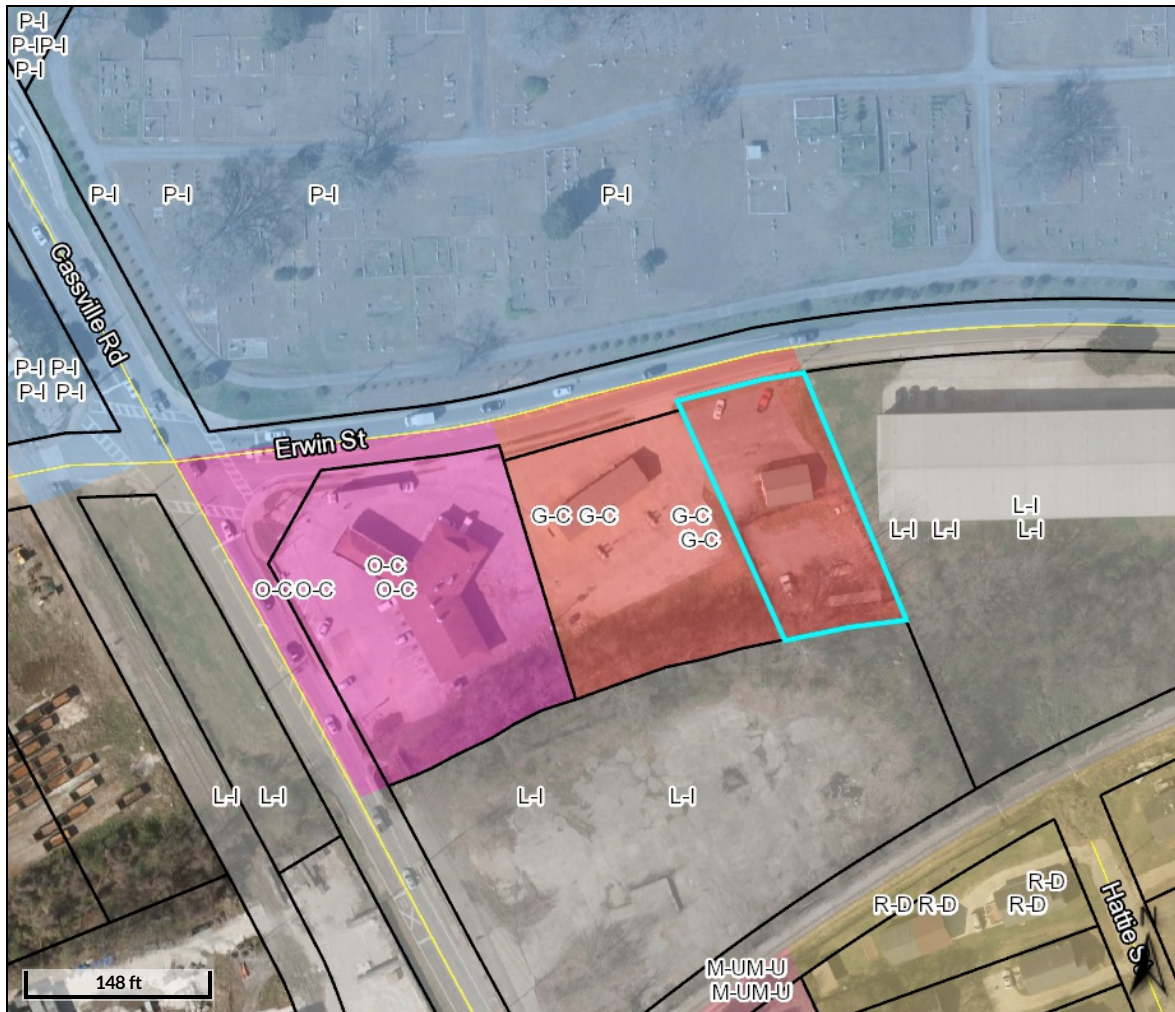
1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned G-C (General Commercial), L-I (Light Industrial), & P-I (Public/Institutional)
2. *The suitability of the subject property for the zoned purposes.*
The property, as zoned, has limited suitability for development and use due to the FEMA floodplain.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
Due to the floodplain requirements, this is a difficult property to utilize. Outdoor storage of heavy construction equipment may be a suitable use. There is little gain to the public for the proposed use; however, the owner/ applicant may suffer a hardship without a zoning approval.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property may have a reasonable, but limited, economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

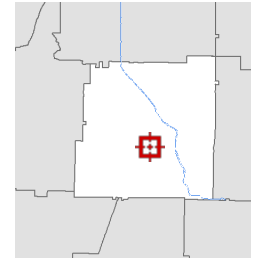
STAFF RECOMMENDATION: Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:

Recommends approval (6-0)



Overview



Legend

-  **Parcels**

 **Roads**

City Labels

Cartersville Zoning

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

Parcel ID	C013-0001-008
Sec/Twp/Rng	n/a

Alternate ID 33531
Class Commercial

Owner Address RAY GERALD
106 TANGLEWOOD DRIVE

Item # 2

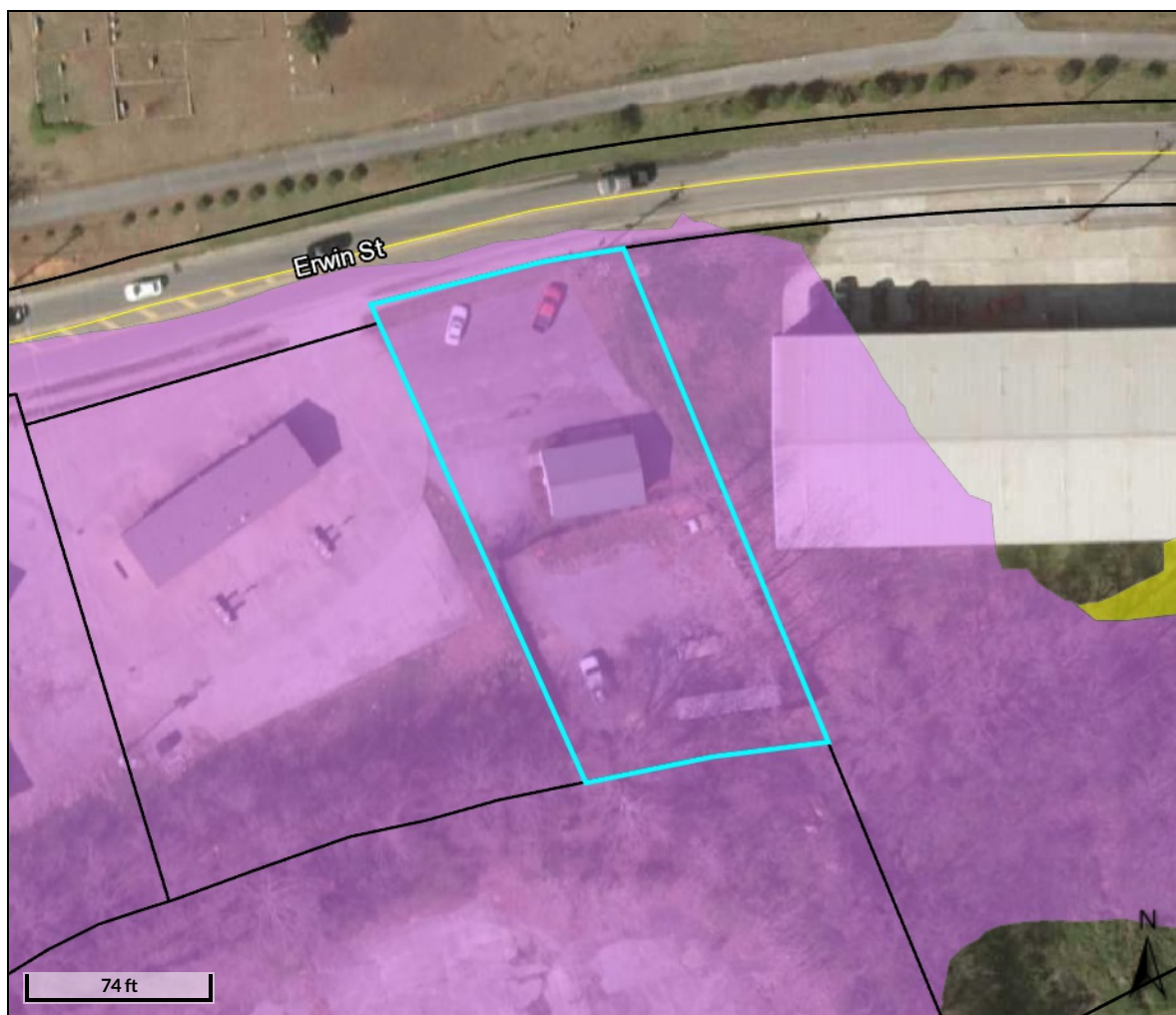
Property Address	350 N ERWIN ST Cartersville	Acreage	0.47	CARTERSVILLE GA 30120
District	Cartersville			
Brief Tax Description	LL 380 D 4			

(Note: Not to be used on legal documents)

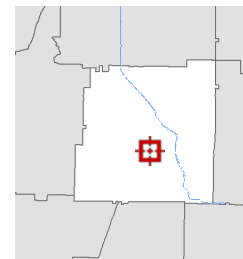
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Last Data Uploaded: 7/9/2019 9:46:32 PM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads
- City Labels
- Flood Hazard Area
 -  Bartow Regulatory
 -  FEMA

Parcel ID	C013-0001-008	Alternate ID	33531	Owner Address	RAY GERALD
Sec/Twp/Rng	n/a	Class	Commercial		106 TANGLEWOOD DRIVE
Property Address	350 N ERWIN ST	Acreage	0.47		CARTERSVILLE GA 30120
	Cartersville				

District Cartersville
Brief Tax Description LL 380 D 4

(Note: Not to be used on legal documents)

Date created: 7/10/2019
 Last Data Uploaded: 7/9/2019 9:46:32 PM

Developed by  **Schneider**
 GEOSPATIAL

Sec. 9.6. - G-C General commercial district.

9.6.1. *G-C district scope and intent.* Regulations set forth in this section are the G-C district regulations. The G-C district is intended to provide locations in which community and regionally-oriented retail and service activities can be established so as to best serve the community and traveling public as further described in section 3.1.19 of this chapter.

9.6.2. *Use regulations.* Within the G-C district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adolescent treatment facilities.
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial and office uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive garages.
- Automotive and truck sales or rental.
- Automotive specialty shops.
- Automotive storage yards and wrecker service.
- Barber shops and beauty salons.
- Boat sales and service.
- Bowling alleys.
- Brewpub.
- Building supply companies.
- Bus stations.
- Car washes.
- Catering, carry-out and delivery.
- Check cashing stores.
- Clinics (excludes veterinary clinic).
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.
- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors, including, but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Consumer fireworks retail sales facility.
- Convenience stores.
- Dancing schools.

Sec. 10.1. - L-I Light industrial district.

10.1.1. *L-I district scope and intent.* Regulations in this section are the L-I district regulations. The L-I district is intended to provide locations and land areas for the development of industrial and business parks and uses which meet the needs of processing, manufacturing, fabricating, and warehousing, research, related office uses, and other uses as further described in section 3.1.20 of this chapter.

Light manufacturing establishments shall consist of any manufacturing establishment which does not use water in the manufacturing operation either for processing, cooling, or heating and which shall emit no smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed.

Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.

10.1.2. *Use regulations.* Within the L-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as allowed shall not be permitted.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adult entertainment establishments (SU).*
- Amateur radio transmitter.
- Automotive storage yards and wrecker service.
- Aviation airports.
- Bus stations.
- Brewery (SU if accessory tasting room is included).*
- Brewpub.
- Cheerleading/gymnastics facilities and indoor athletic training facilities.
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Distillery (SU if accessory tasting room is included).*
- Distribution.
- Indoor firing range.
- Indoor recreation facilities.
- Manufacturing.

Application for Rezoning

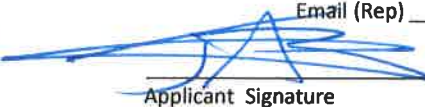
City of Cartersville

Case Number: 219-05

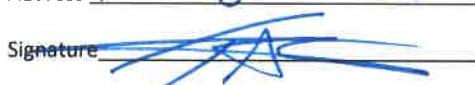
Date Received: 10/4/19

Public Hearing Dates:

Planning Commission 11/12/19 5:30pm 1st City Council 11/21/19 7:00pm 2nd City Council 12/5/19 ~~7:00pm~~ 9 A.M.

Applicant <u>Prodigy Enterprises</u> (printed name)		Office Phone <u>770 383 1436</u>	
Address <u>11 S Gilmer St</u>		Mobile/ Other Phone <u>404 877 2565</u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30120</u>	Email <u>JSmith@Jasco-llc.com</u>
Representative's printed name (if other than applicant) <u>Jonathan Smith</u>		Phone (Rep) _____	
_____		Email (Rep) _____	
Representative Signature 		Applicant Signature 	
Signed, sealed and delivered in presence of: _____		My commission expires: _____	
Notary Public _____			

Item # 2

* Titleholder <u>Prodigy Enterprises</u> (titleholder's printed name)		Phone <u>404 877 2565</u>	
Address <u>11 S. Gilmer St</u>		Email <u>JSmith@Jasco-llc.com</u>	
Signature 		_____	
Signed, sealed, delivered in presence of: _____		My commission expires: _____	
Notary Public _____			

Present Zoning District <u>Commercial</u>	Requested Zoning <u>L Industrial</u>
Acreage <u>.450</u>	Land Lot(s) _____ District(s) _____ Section(s) _____
Location of Property: <u>350 N. Erwin St. Cartersville, GA 30120</u> (street address, nearest intersections, etc.)	
Reason for Rezoning Request: <u>Use</u>	
_____ (attach additional statement as necessary)	

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 9/10/19

Date Two Years Prior to Application: 9/10/17

Date Five Years Prior to Application: 9/10/14

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

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

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

[Signature] 9/10/19
Signature Date
Jonathan A Smith
Print Name

LIST OF ADJACENT PROPERTY OWNERS

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	PO Pham CE JR	410 N Erwin St
2.	Angebejar LLC	340 N Erwin St
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Item # 2

Attach additional names if necessary.

(Indicate property owned by the above persons on plat accompanying this application.)

Z19-05



Item # 2







City of Cartersville

City Council Meeting

11/21/2019 7:00:00 PM

Z19-06: Rezone 8.52 acres from G-C/O-C to G-C/M-U. Location: 1136/1138 N. Tennessee St. Applicant: Tri Unity Holdings, LLC

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	In 2018, Tri Unity Holdings LLC requested a Special Use permit for the construction of apartments and condominiums above commercial and office uses in the same building for the parcels located at 1136 and 1138 N. Tennessee St. That request was approved with a condition by City Council on October 4, 2018. The condition was to construct a privacy fence along the property line bordering the Point North subdivision. Since the special use permit approval, the applicant was unable to receive sufficient funding for apartments or condominiums on the 1136 N. Tennessee St property. Therefore, the applicant has revised the plans to include a different housing product more suitable to investors. The rezoning is needed to construct townhouse and office space products on the proposed M-U tract and to expand the G-C tract to include additional parking areas for the mixed-use development. Planning Commission recommends denial (6-0).
City Manager's Remarks:	The original application was approved by Council in October of 2018 with a condition requiring a privacy fence. Since that time, the owner was not able to secure sufficient funding for the apartments or condominiums and has revised the plans to include a different housing product. The rezoning is needed to construct townhouse and office space products on the M-U tract and to expand the G-C tract to include additional parking for the mixed-use development. Planning Commission recommends denial. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-06**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tri Unity Holdings, LLC**

Representative: **Baha Kharazmi**

Property Owner: **Tri Unity Holdings, LLC**

Property Location: **1136 N. Tennessee St (C032-0003-015)**

Access to the Property: **N. Tennessee St and W. Felton Rd**

Site Characteristics:

Tract #1 Size: Acres: **7.42ac** District: **4th** Section: **3rd** LL(S): **530**

Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **O-C (Office-Commercial)**

Proposed Zoning: **M-U (Multiple Use) and G-C (General Commercial)**

Proposed Use: **Townhomes, Office Space and Parking Lot (M-U);
Parking Lots (G-C)**

Current Zoning of Adjacent Property:

North: **Uninc. C-1 (General Business) and Uninc. I-1 (General Industrial)**

South: **O-C (Office Commercial) and P-D (Planned Development)**

East: **O-C (Office-Commercial) and G-C (General Commercial)**

West: **P-D (Planned Development)**

The Future Development Map designates the subject property as: **Tennessee Street Corridor.**

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

ZONING ANALYSIS

Project History:

In 2018, the applicant requested a Special Use permit for the construction of apartments and condominiums above commercial and office uses in the same building for the parcels located at 1136 and 1138 N. Tennessee St. That request was approved with a condition by City Council on October 4th, 2018. The condition was to construct a privacy fence along the property line bordering the Point North subdivision. Approval letter attached.

Since the special use permit approval, the applicant was unable to receive sufficient funding for apartments or condominiums on the 1136 N. Tennessee St property. Therefore, Mr. Kharazmi has revised his plans to include a different housing product more suitable to investors. The rezoning is needed to allow Mr. Kharazmi to construct townhouse and office space products on the proposed M-U tract and to expand the G-C tract to include additional parking areas for the mixed-use development.

Rezoning Summary

This zoning request is to:

1. Rezone 6.8 +/- acres from O-C (Office Commercial) to M-U (Multiple Use) for the purpose of constructing townhomes, offices and a parking lot; and,
2. Rezone 0.90 +/- acres from O-C (Office Commercial) to G-C (General Commercial) for the purposes of constructing parking areas for proposed mixed use development at 1138 N. Tennessee St. The 0.90 acres will be combined with the G-C zoned property of 1138 N. Tennessee St.

Per the submitted concept plan, the applicant proposes the following for the proposed M-U parcel:

- 37 townhouse units with rear access parking; **3 and 4 bedroom units proposed**
- 6,605sf of office space (condominium);
- Approx. 55 parking spaces for use by the mixed-use development or shared with the townhomes;
- Right in/ Right out traffic flow at the Felton Road entrance; and,
- Option for (12) additional parking spaces if street is reconfigured near the Tennessee St. access point.

The existing street on the proposed M-U property was never dedicated to the city as public right-of-way so it may remain private with an HOA/POA in place to maintain the road and other common elements.

No development changes are needed to the mixed-use project planned on the 1138 N. Tennessee St. tract, except to expand the tract to include parking areas. No change to the special use permit application for the 1138 N. Tennessee St. is required either. The special use condition requiring a privacy fence adjacent to the Point North neighborhood is recommended by staff to remain in place.

City Department Comments. Special Use permit comments also attached.

Electric: Takes no exception. See also comments from SU18-05.

Fibercom: Takes no exception

Fire: Takes no exception to the rezoning provided that the developer meets all adopted codes, ordinances, development regulations, and water demands.

Gas: As provided in the response to the previous Special Use application and in response to the following, the Gas System takes no exception to the application as attached provided that it is understood there are many obstacles to overcome in the site design of this project relating to existing and proposed natural gas facilities. There are existing natural gas facilities in conflict with the proposed site plan that require relocation and there is a great deal of utility coordination that will be required including space for metering facilities, service lines and easements. As discussed in the concept meeting, the Gas System may require a master metering facility or facilities for natural gas service in lieu of individual meters if the required space cannot be provided.

Public Works: Takes no exception to the zoning request; however; all current development regulations will need to be met prior to permitting.

Water and Sewer: No comments received

Public Comments: None received as of 11-4-19

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent incorporated properties are zoned O-C (Office Commercial), G-C (General Commercial) and P-D (Planned Development). Two unincorporated parcels are zoned C-1 (General Business) and I-1 (General Industrial). The current zoning reflects the existing land uses.
2. *The suitability of the subject property for the zoned purposes.*
The subject property was annexed and rezoned to C-1 in 1995 for the construction of an office-commercial business park. The C-1 zoning was converted to O-C with the adoption of the 1996 zoning ordinance. The proposed M-U zoning and land use seem to be more appropriate for the adjacent Point North subdivision than the previously proposed uses as a business park and as a mixed use development.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*

There is no gain or hardship imposed on the public with the exception that another housing option, that may be in demand, is proposed. The hardship on the owner is increased if the zoning request is not approved.

4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, depending on the use, conflicts with the adjacent Point North subdivision could arise.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use that is suitable and compatible with adjacent uses.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform with the Future Development Plan but does not conform with the Comprehensive Land Use Plan because of the residential component. The Future Land use map identifies this area as Commercial; however, townhomes may be a more suitable proposal adjacent to the Point North subdivision than a commercial development.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION: Staff recommends approval with the condition that a privacy fence be installed between the Point North subdivision and this property per the condition approved on SU18-05, dated 10/4/18.

PLANNING COMMISSION RECOMMENDATION:

Recommends Denial (6-0)



City of Cartersville

PLANNING AND DEVELOPMENT

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

October 16, 2018

Baha Kharazmi
c/o Tri Unity Holdings LLC
6524 Buford Hwy NE
Atlanta, GA 30340

RE: SU18-05: 1136/1138 N. Tennessee St. Special Use Permit results letter

Mr. Kharazmi,

This letter serves as verification of the outcome of your Special-Use Permit application, SU18-05, to the City Council for:

Allowing apartments and condominiums, above, below, or behind commercial and office uses in the same building

The application was **APPROVED with the following condition** by City Council on October 4th, 2018:

Council Member Hodge made a motion to approve SU18-05 subject to the fence style and location as approved by the Planning and Development and Gas Departments. The motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

No further action is required regarding this Special-Use application.

The next steps in the project approval process require building and site plans be reviewed and approved by the City of Cartersville. I will be the point of contact for the site plan approval process. David Dye, Building Official, will be the point of contact for the building plan review.

Please contact me with any questions.

Sincerely,

David Hardegree, AICP
City Planner
O. 770-387-5614
dhdegree@cityofcartersville.org

SU18-05

2. City Department Comments:

Electric: As far as the Electric System goes, and as far as a general concept, I am fine with what they are proposing. Depending on whether the same players are involved from the 1st meeting, and if they took good notes, another meeting may or may not be needed. I think all of the departments express concerns regarding utility location, existing easements, trash receptacle locations, etc. None of these things have been addressed, of course, since this is a concept. However, it needs to be stressed that there are a lot of variables still at play and there will have to be some concessions made in order for the project to materialize, such as easements and maybe even alterations to the site layout.

Fibercomm: Takes no exception

Fire: CFD does not take exception to the special use request provided that they can meet all adopted building and fire codes related to life safety, firefighter access and hose lay distance. I feel they will be able to meet these requirements though it may take some re-configuration of the site layout.

Gas: In response to the following, the Gas System takes no exception to the application as attached provided that it is understood there are many obstacles to overcome in the site design of this project relating to existing and proposed natural gas facilities. There are existing natural gas facilities in conflict with the proposed site plan that require relocation and there is a great deal of utility coordination that will be required including space for metering facilities, service lines and easements. As discussed in the concept meeting, the Gas System may require a master metering facility or facilities for natural gas service in lieu of individual meters if the required space cannot be provided.

Public Works: No comments received.

Water and Sewer: Takes no exception. See comments, attached.

3. Public Comments:

8/27: Linda Picket. Resident- 11 Pointe Way. Inquiry call. Questions about apartment price points and senior living opportunities. Application and site plan sent via email.

8/29: Bill Davey. Business owner, 61 W Felton Rd. Inquiry walk-in. No objections.

8/29: Toni Rozier. Resident -103 Pointe North Dr. Email inquiry. Application and site plan sent via email.

Date: August 10, 2018

CARTERSVILLE WATER DEPARTMENT SPECIAL USE REQUEST REVIEW COMMENTS

Special Application Number: SU18-05 Applicant: TRI Unity Holdings, LLC

Location: 1136 & 1138 N. Tennessee Street

Special Use Request:

WATER SERVICE COMMENTS:

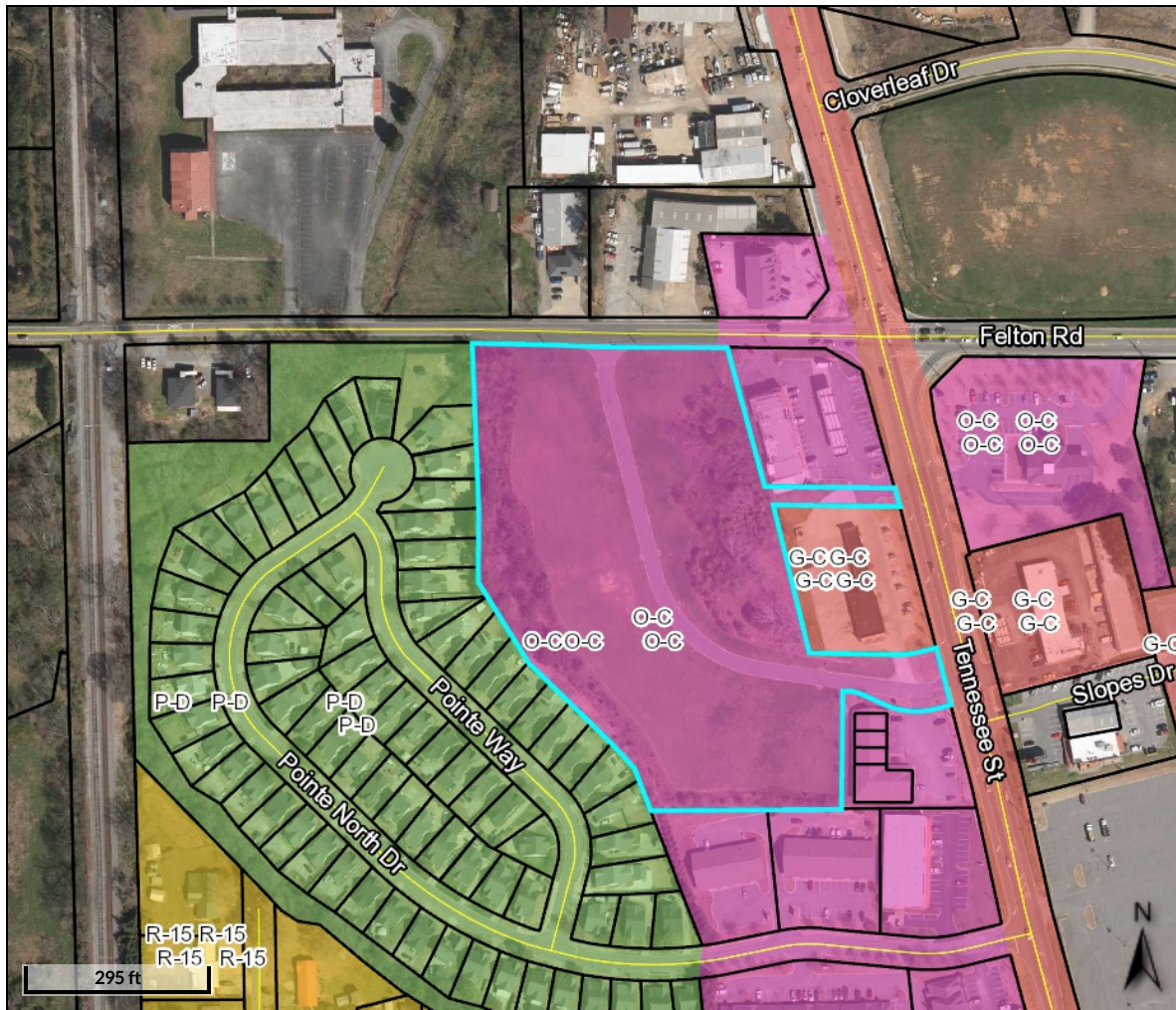
This property is located in the City of Cartersville Water Department's water service area. The Cartersville Water Department takes no exception the requested Special Use application. There is adequate water capacity for the proposed Development Concept The Development Concept presented in the Special Use application may require considerable modifications of the existing water infrastructure at the Developer's expense.

SEWER SERVICE COMMENTS:

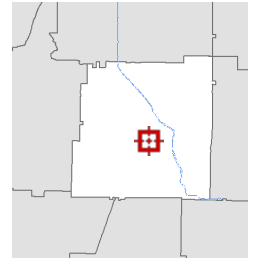
This property is located in the City of Cartersville Water Department's sewer service area. The Cartersville Water Department takes no exception the requested Special Use application. There is adequate sewer capacity for the proposed Development Concept The Development Concept presented in the Special Use application may require considerable modifications of the existing sewer infrastructure at the Developer's expense.



Bartow County, GA



Overview



Legend

Parcels

Roads

Cartersville Zoning

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

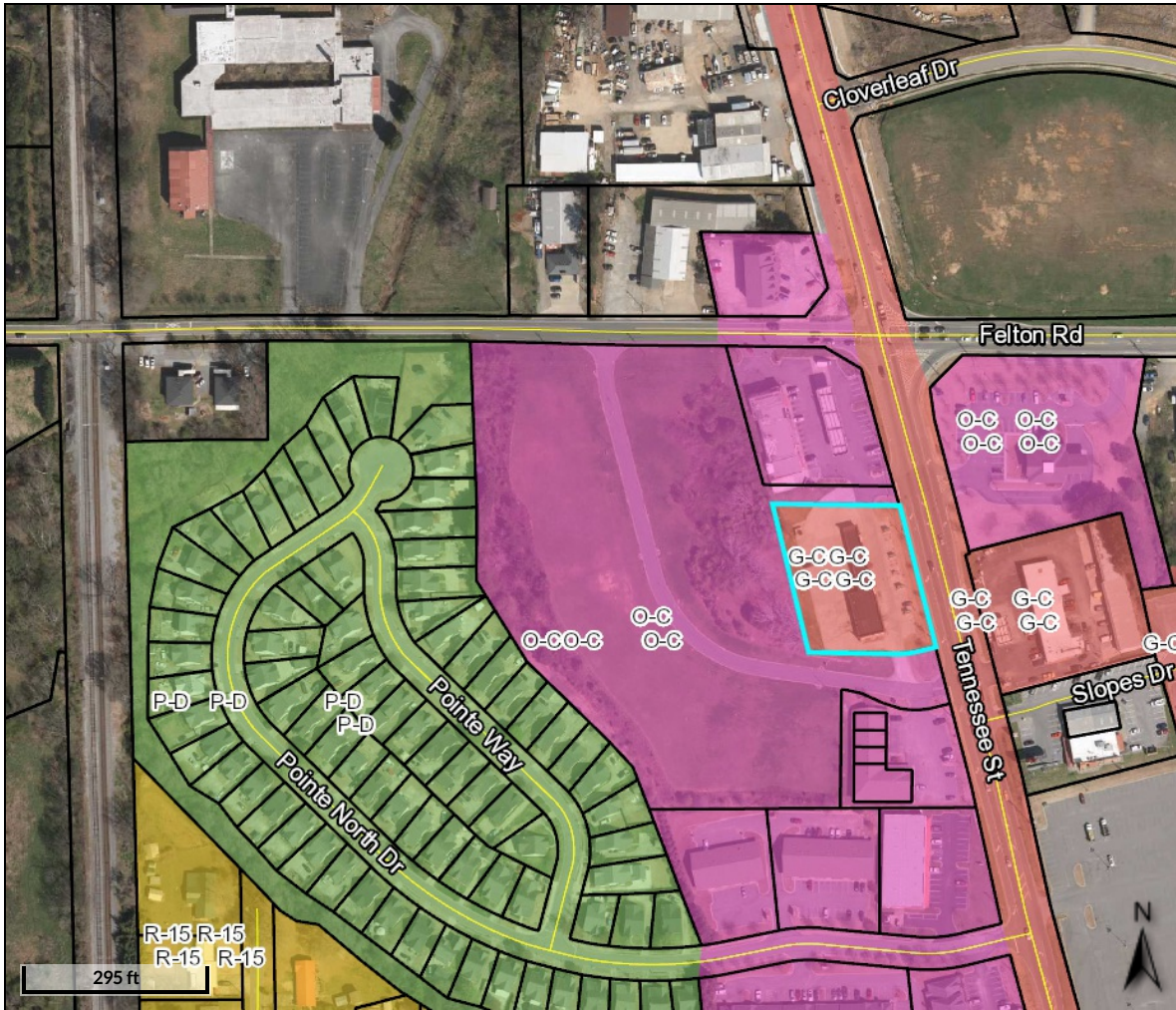
Parcel ID C032-0003-015
 Sec/Twp/Rng n/a
 Property Address 1136 N TENNESSEE ST
 Cartersville

Alternate ID 35878
 Class Commercial
 Acreage 7.45

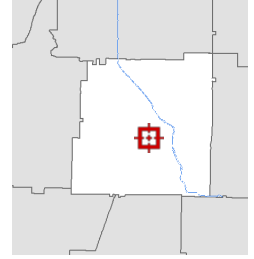
Owner Address TRI UNITY HOLDINGS LLC
 6524 BUFORD HWY NE
 ATLANTA GA 30340
 Item # 3



Bartow County, GA



Overview



Legend

Parcels

Roads

Cartersville Zoning

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

Parcel ID C032-0003-080
 Sec/Twp/Rng n/a
 Property Address 1138 N TENNESSEE ST
 Cartersville

Alternate ID 35942
 Class Commercial
 Acreage 1.07

Owner Address TRI UNITY HOLDINGS LLC
 6524 BUFORD HWY NE
 ATLANTA GA 30340
 Item # 3

Application for Rezoning

City of Cartersville

Case Number: 219-06

Date Received: 10/7/19

Public Hearing Dates:

Planning Commission 11/12/19
5:30pm

1st City Council 11/21/19
7:00pm

2nd City Council 12/5/19
~~7:00pm~~ 9:00am

Applicant TRI UNITY HOLDINGS, LLC Office Phone 404 510 2242
(printed name)

Address 1138 N Tennessee St. Mobile/ Other Phone 404 510 2242

City CARTERSVILLE State GA Zip 30120 Email 4baha.k@gmail.com

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

Representative Signature _____ Email (Rep) _____

Signed, sealed and delivered in presence of _____

My commission expires: 4/24/20

Notary Public

Applicant Signature

Item # 3

* Titleholder TRI UNITY HOLDINGS, LLC Phone 404 510 2242
(titleholder's printed name)

Address 1136 & 1138 N TENNESSEE ST Email 4baha.k@gmail.com

x Signature _____

Signed, sealed, delivered in presence of _____

My commission expires: 4/24/20

Notary Public

Present Zoning District 1138 O-C 1136 O-C Requested Zoning 1136 M-U & GC

Acreage 1138, 1.11 Land Lot(s) 166 District(s) 4th Section(s) 3rd
1136, 7.45

Location of Property: 1136 & 1138 N TENNESSEE ST., CARTERSVILLE GA 30120
(street address, nearest intersections, etc.)

Reason for Rezoning Request: 1136, M-U & GC To Private Townhome and

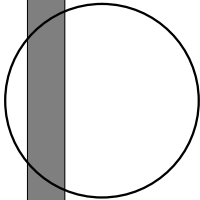
Commercial / Office mixed uses. See Concept Plan

(attach additional statement as necessary)

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

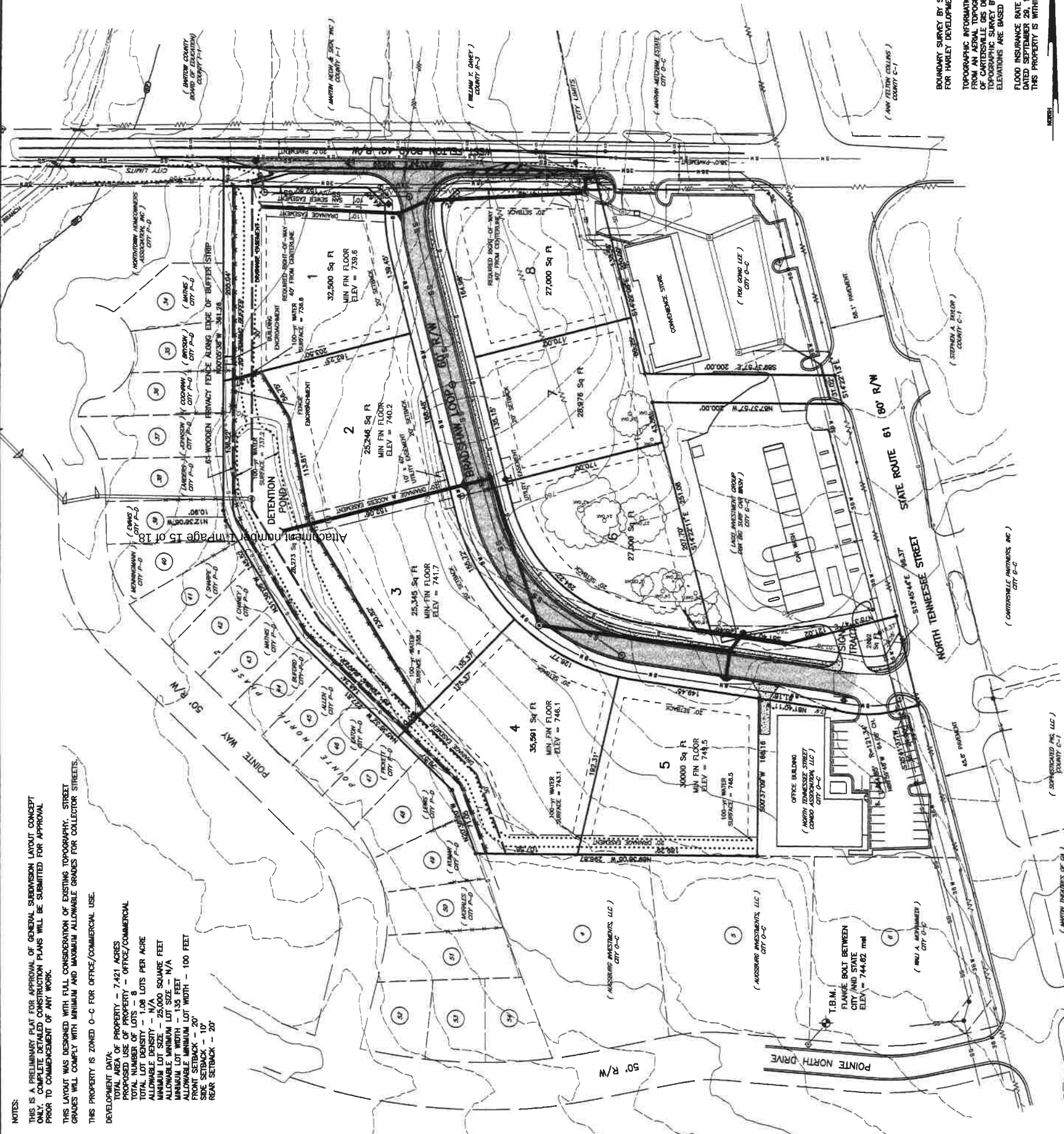


FELTON WALK TOWNHOMES



NOTES:
THIS IS A PRELIMINARY PLAT FOR APPROVAL OF GENERAL SUBDIVISION LAYOUT CONCEPT ONLY. COMPLETE DETAILED CONSTRUCTION PLANS WILL BE SUBMITTED FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY WORK.
THIS LAYOUT WAS DESIGNED WITH FULL CONSIDERATION OF EXISTING TOPOGRAPHY. STREET GRADES WILL COMPLY WITH MINIMUM AND MAXIMUM ALLOWABLE GRADES FOR COLLECTOR STREETS.
THIS PROPERTY IS ZONED O-C FOR OFFICE/COMMERCIAL USE.

DEVELOPMENT DATA:
TOTAL AREA OF PROPERTY - 7.421 ACRES
PROPOSED USE OF PROPERTY - OFFICE/COMMERCIAL
TOTAL NUMBER OF LOTS - 8
TOTAL LOT DENSITY - 1.08 LOTS PER ACRE
ALLOWABLE LOT DENSITY - N/A
MINIMUM LOT SIZE - 25,000 SQUARE FEET
MINIMUM LOT WIDTH - 100 FEET
ALLOWABLE MINIMUM LOT WIDTH - 100 FEET
FRONT SETBACK - 20'
SIDE SETBACK - 10'
REAR SETBACK - 20'



LOCATION MAP
1" = 2000'

PRELIMINARY PLAT OF
BRADSHAW DAIRY BUSINESS PARK
IN THE CITY OF CARTERSVILLE,
IN LAND LOT 166,
4TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA

OWNER/DEVELOPER
HARLEY DEVELOPMENTS
DENNIS COULIER
P.O. BOX 3303
CARTERSVILLE, GEORGIA 30120
(678) 721-0704
(678) 986-2383

20' BUFFER STRIP SHALL BE UNOCCUPIED TO THE SATISFACTION OF THE ZONING DEPARTMENT ALONG THE TOP OF THE EASTERN BANK OF THE DRAINAGE DITCH. A 6-FOOT-HIGH WOODEN PRIVACY FENCE SHALL BE INSTALLED ALONG THE WESTERN EDGE OF THE STRIP ADJACENT TO THE GAS LINE EASEMENT.

PRELIMINARY PLAT APPROVAL CERTIFICATE
All requirements of the City of Cartersville Development Regulations relative to the preparation and submission of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted subject to further provisions of said Regulations. This certificate is effective for 2 1/2 months from the date of signing unless a Final Plat is recorded.

Signed _____ Date _____



IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
UTILITY PROTECTION CENTER
IT'S THE LAW

DATE	REVISION
07/20/06	PLAN COMPLETION
08/24/06	CITY REVIEW COMMENTS

BOUNDARY SURVEY BY SMITH & SMITH LAND SURVEYORS, P.C.
FOR HARLEY DEVELOPMENTS, LLC, DATED OCTOBER 8, 2005.
TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WAS OBTAINED FROM AN AERIAL TOPOGRAPHIC SURVEY PROVIDED BY THE CITY OF CARTERSVILLE. THE SURVEY WAS CONDUCTED BY SMITH & SMITH LAND SURVEYORS, P.C. ELEVATIONS ARE BASED UPON MEAN SEA LEVEL, NAD 1988.
FLOOD INSURANCE RATE MAP 13015C 0080 F,
DATED SEPTEMBER 28, 1988, SHOWS NO PORTION OF
THIS PROPERTY IS WITHIN THE 100-YEAR FLOOD ZONE.



02.1

- OVERHEAD POWER LINE AND POLES
- POWER POLE & CUY WIRE
- OVERHEAD TELEPHONE LINE
- CITY OF CARTERSVILLE LOW PRESSURE GAS LINE
- CITY OF CARTERSVILLE 8" WATER LINE
- CITY OF CARTERSVILLE 36" WATER LINE
- CITY OF CARTERSVILLE SANITARY SEWER LINE
- 50' STREAM BUFFER

Smith & Smith
Civil Engineers, P.C.
Engineers & Planners
25 East O'Brien Street, Suite 100
Cartersville, Georgia 30103
PHONE (770) 382-8888 FAX (770) 382-8888
smith@smithandsmith.com



EXISTING CONDITIONS OF
BRADSHAW DAIRY BUSINESS PARK
CARTERSVILLE, GEORGIA

DATE	JANUARY 9, 2006
REVISION	
07/20/06	PLAN COMPLETION
08/24/06	CITY REVIEW COMMENTS



Attachment number 1 in Page 16 of 18

Item # 3

BOUNDARY SURVEY BY SMITH & SMITH LAND SURVEYORS, P.C.
FOR HARLEY DEVELOPMENTS, LLC, DATED OCTOBER 6, 2005.

TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WAS OBTAINED
FROM AN AERIAL TOPOGRAPHIC SURVEY PROVIDED BY THE CITY
OF CARTERSVILLE GIS DEPARTMENT AND A PARTIAL FIELD-RUN
TOPOGRAPHIC SURVEY BY SMITH & SMITH LAND SURVEYORS, P.C.
ELEVATIONS ARE BASED UPON MEAN SEA LEVEL, NOV 1988

Z19-06
N. TENNESSEE ST.



Z19-06
FELTON ROAD





City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM

SU19-07: Special Use Permit to Allow a Trash Transfer Station in the H-I Zoning District

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Regulated Services LLC, is requesting the Special Use permit for a Waste Transfer Station at 375 Industrial Park Rd, zoned H-I and 5.0+/- acres. The applicant is proposing a multi-faceted waste treatment facility that will process household trash, process and sterilize medical waste making it safe for disposal, reduce the waste volume through shredding and transport the waste to an appropriate landfill for disposal. Pharmaceutical disposal and document shredding is also proposed. Planning Commission recommends approval (5-1) with conditions: 1) Medical wastes cannot be chemically treated; and 2) Off-hour [after hour] security be provided.
City Manager's Remarks:	This is a Special Use Permit to allow a trash transfer station in the H-I Zoning District. Planning Commission recommended your approval 5-1 with conditions including: 1) Medical wastes cannot be chemically treated. 2) Off-hour [after hour] security be provided. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU19-07**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Regulated Services LLC**

Representative: **Kevin Cash**

Property Owner: **Jack Speach**

Property Location: **375 Industrial Park Rd.**

Access to the Property: **Industrial Park Rd.**

Site Characteristics:

Tract Size: Acres: **5** District: **5th** Section: **3rd** LL(S): **201**

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

LAND USE INFORMATION

Current Zoning: **H-I (Heavy Industrial)**

Proposed Zoning: **H-I (Heavy Industrial)**

Proposed Use: **Trash Transfer Station**

Current Zoning of Adjacent Property:

North: **H-I (Heavy Industrial)**

South: **County A1 (Agriculture) & County I-2 (Heavy Industrial)**

East: **H-I (Heavy Industrial)**

West: **H-I (Heavy Industrial)**

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

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

2. City Department Comments:

Electric: No comments received

Fibercom: Takes no exception

SU19-07

Fire: The applicant will have to sprinkler both buildings per the city ordinance of 5000 sq. ft. Also we need to know what the front and side setbacks will be to the adjacent buildings.

Gas: The Gas System takes no exception to the following as shown in the attachment provided the owner agrees to double-lock the gate with a Gas System lock allowing 24-7 access within the limits of the fenced area if the driveway will be gated. A natural gas facility exists within the fenced area. The owner is responsible for contacting the Gas System offices to coordinate double-locking of the gate if the driveway will be gated.

Public Works: Public Works does not oppose the special use permit SU19-07. However, it should be noted that there is floodplain present on the property and the flood ordinance will have to be met if development or use occurs within or adjacent to this floodplain.

Water and Sewer: No comments received

3. Public Comments: No comments received as of 11-4-19.

4. Special Use Review

The applicant, Regulated Services LLC, is requesting the Special Use permit in compliance with the zoning requirements for a Waste Transfer Station in the H-I (Heavy Industrial) zoning district. The applicant is proposing a medical waste treatment facility that sterilizes medical waste making it safe for disposal, reduces the waste volume through shredding and transports the waste to an appropriate landfill for disposal. See attached business description for more details.

Currently, there are two 5,000sf warehouse structures on site. One structure is proposed as an office with a secure pharmaceutical storage area. The other structure is proposed as document shredding center.

Two new structures, 8,000sf and 10,800sf, are proposed to address sterilization, shredding, storage and transport of the treated waste. See site plan. No encroachment of the floodplain on the southern half of the property is expected. Site development to be addressed during plan review.

Multiple state and federal agencies also have regulatory oversight over this type of operation: DEA, GA EPD, Georgia Board of Pharmacy and Georgia Board of Narcotics.

There are no additional Special Use Standards for a Waste Transfer Station beyond the basic standards addressed in the application.

The operation seems appropriate for the H-I zoning district and location.

SU19-07

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and

SU19-07

submitted to the department of planning and development to initiate an application for a Special Use permit:

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

B.A ny use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met:

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

How Standard #1 has / will be met: No negative effect to traffic along Industrial Park Rd. is expected.

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

How Standard #2 has / will be met: Sufficient space exists on site for employee/ client parking.

Standard #3: Protective screening.

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

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Initially, the business would operate under one shift (Mon. – Fri., 7am-5pm). Eventually, the operation would grow to two shifts, overlapping (Mon. – Fri., 6am – 8pm [sic]).

Standard #5: Outdoor lighting

How Standard #5 has / will be met: No changes to existing conditions required. New lights may be needed for new buildings and will be addressed during plan review.

Standard #6: Ingress and egress to the property.

SU19-07

How Standard #6 has / will be met: Primary access is via Industrial Park Rd. A driveway from Industrial Park Rd. meanders through the applicants' property to the parcel to the south identified as Parcel No. 0079-0200-019. Owner is Jimmy Don Crane. This access driveway will be addressed during plan review.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No negative impact to adjacent properties is expected.

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

N/A

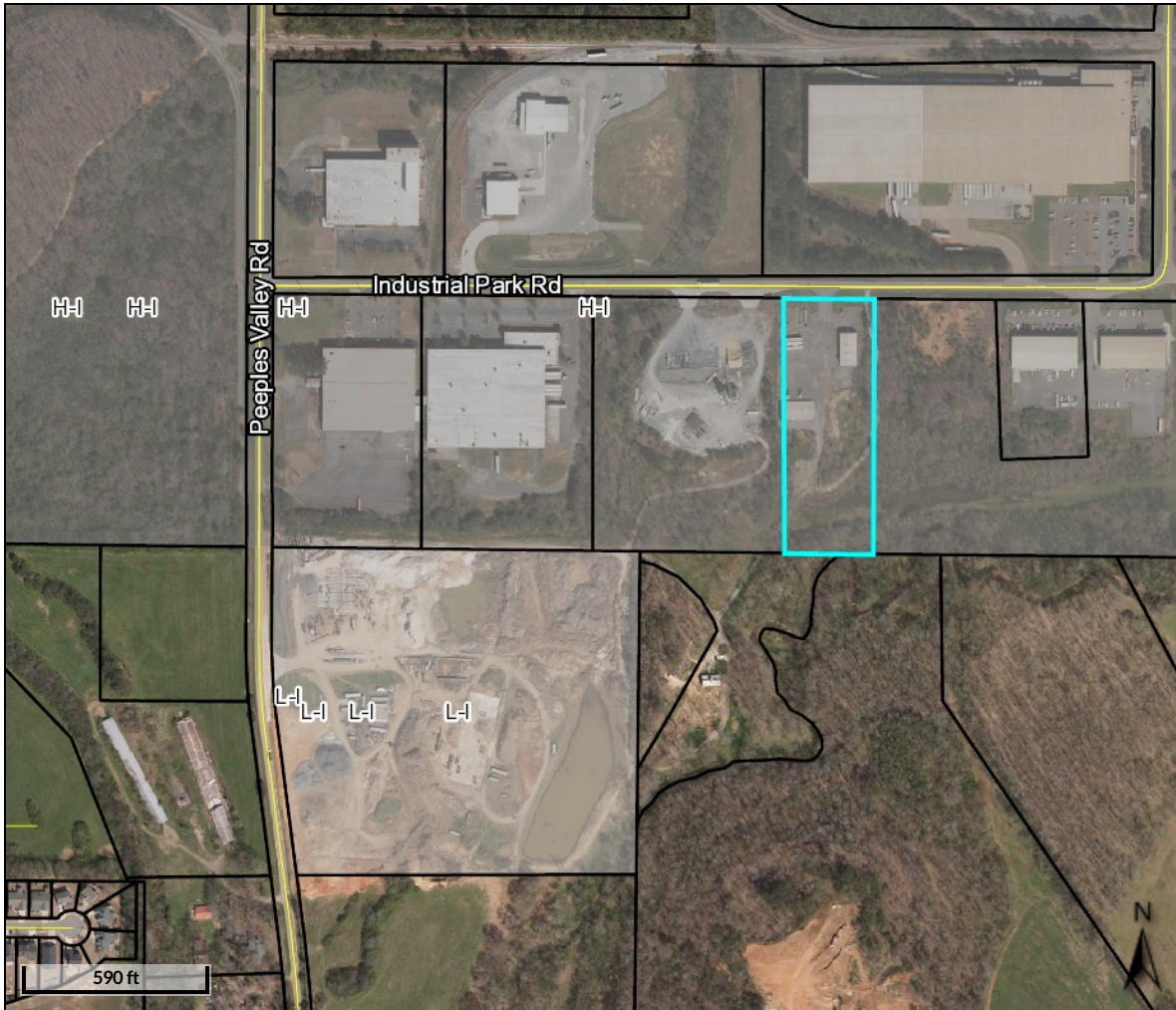
8. Staff Recommendation: Staff recommends approval.

9. Planning Commission Recommendation:

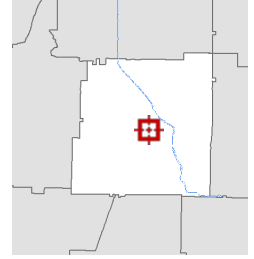
Planning Commission recommends approval (5-1) with conditions:
 1) Medical wastes can not be chemically treated; and
 2) Off-hour [after hour] security be provided



Bartow County, GA



Overview



Legend

Parcels

Roads

Cartersville Zoning

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

Parcel ID C062-0001-005
 Sec/Twp/Rng n/a
 Property Address 375 INDUSTRIAL PARK RD
 Cartersville

Alternate ID 36685
 Class Industrial
 Acreage 5

Owner Address SPEACH JACK &
 SPEACH ARNA
 86 VAUGHN SPUR
 CARTERSVILLE GA 30121

Item # 4

SU19-07

Item # 4



Application for Special Use
City of Cartersville

Case Number: SU19-07
Date Received: 10/8/19

Public Hearing Dates:

Planning Commission 11/12/19 1st City Council 11/21/19 2nd City Council 12/5/19
5:30pm 7:00pm 7:00pm 9 A.M.

Applicant <u>Regulated Services LLC</u> (printed name)		Office Phone <u>770-433-2484</u>	
Address <u>2859 Paces Ferry Rd Ste 1150</u>		Mobile/ Other Phone _____	
City <u>Atlanta</u>	State <u>GA</u>	Zip <u>30339</u>	Email _____
<u>KEVIN L CASH</u> Representative's printed name (if other than applicant)		Phone (Rep) _____	
<u>Kevin L Cash</u> Representative Signature		<u>Kevin L Cash</u> Applicant Signature	
Signed, sealed and delivered in presence of: <u>Teri Harris</u> Notary Public		My commission expires <u>03/21/2022</u> Teri Harris NOTARY PUBLIC Cobb County, GEORGIA My Comm. Expires 03/21/2022	

* Titleholder <u>JACK SPEACH</u> (titleholder's printed name)	Phone <u>404-328-5189</u>
Address <u>375 Industrial Rd</u> <u>CARTERSVILLE GA 30121</u>	Email <u>Speech Trucking @ A.H. N.C.T.</u>
Signature <u>Jack Speach</u>	
Signed, sealed, delivered in presence of: <u>Samantha Fincher</u> Notary Public <u>1/23/23</u>	

Present Zoning District <u>H-I</u>
Acres <u>5</u> Land Lot(s) <u>201</u> District(s) <u>5th</u> Section(s) <u>3rd</u>
Location of Property: <u>375 Industrial Park Dr Cartersville Ga 30121</u> (street address, nearest intersections, etc.)
Reason for Special Use Request: <u>Ga EPD requires a public hearing under the solid waste handling permitting procedures. (Trash Transfer Station)</u> (attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: October 4, 2019

Date Two Years Prior to Application: October 4, 2017

Date Five Years Prior to Application: October 4, 2014

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

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

Item # 4

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

Kevin L. Cash 10/4/19
Signature Date
Kevin L. Cash
Print Name

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

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

How Standard #1 has / will be met:

BOX TRUCKS, VANS + TRACTOR TRAILERS. GA DOT + US DOT
STANDARDS ALWAYS MET. COMPATIBLE W/ HI. PARK.

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

How Standard #2 has / will be met:

OVERLY SUFFICIENT PARKING FOR EMPLOYEES + CLIENTS.
ALL WITHIN FENCED AREA.

Standard #3: Protective screening.

How Standard #3 has / will be met:

Item # 4

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

How Standard #4 has / will be met:

INITIAL OPERATION - ONE SHIFT 7-5 MON-FRI
EVENTUALLY - 2 SHIFTS OVERLAPPING 6-8 MON-FRI

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

SECURITY LIGHTING/SAFETY FOR EMPLOYEES
WILL NOT EXCEED ANY LIMITS FOR HI. PARK.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

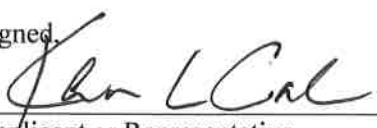
COMPATIBLE WITH HI. PARK TYPICAL ACCESS TO
HWY 411/61 TO INTERSTATE 75.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

MORE THAN COMPATIBLE WITH H.I.PARK. MOST OF
OUR OPERATIONS IS DONE WITH THE 4 WALKS OF BUILDINGS.

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

Signed 
Applicant or Representative

10/4/19
Date

CARTERSVILLE NEWSPAPERS

• The Daily Tribune • The Herald-Tribune • The North Bartow News

LIST OF ADJACENT PROPERTY OWNERS

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	READY MIX USA	
2.	CRANE JIMMY DON	
3.	RICE COMMERCIAL DEV	
4.	3S INVESTMENTS	
5.	CONTINENTAL PET TECH	
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Item # 4

Attach additional names if necessary.

(Indicate property owned by the above persons on plat accompanying this application.)



COMMISSION NO:	1982.00
SHEET TITLE:	SITE PLAN
SHEET NO:	

A101
NOT ISSUED FOR CONSTRUCTION



SCALE: 1:80

Regulated Services, LLC

Regulated Services, LLC collects, treats and disposes of medical waste according to local, state and federal guidelines. Medical waste is generated from healthcare facilities, including hospitals, clinics, veterinary clinics, dentist offices, research labs and private practices. Our process uses an autoclave system that is an automatically controlled, front loading cylindrical pressure vessel that uses saturated steam under pressure as the sterilizing agent. Heat and moisture are introduced to form high pressure, saturated steam via connection to the facilities steam generator. The combination of high temperature, pressure and moisture ensures the contacting of all materials with the necessary steam. The result is complete sterilization of the material.

After the process is complete, the now sterilized materials are shredded to reduce the volume of the waste by 65% and can be disposed of as ordinary waste.

This entire process is handled within the four walls of the building. All exterior function, such as trucking and material handling is consistent with the industrial park on Industrial Park Dr. This process is regulated by the Georgia EPD.



Autoclave



Boiler

In addition to the medical waste process, Regulated Services, LLC will also provide the following services in order to maximize our offering to our customers:

Secure and Confidential Document Destruction – The shredding of confidential documents will take place via a shredding system located in one of our buildings. All shredding waste will be sent to a pulping facility for recycling.

Pharmaceutical Waste – Pharmaceutical waste, including expired, unused and credit worthy waste will be processed through a secure facility. We service as a bridge from producer/user to the destruction facility. We use an innovative, secure bucket shipping system that provides ease and speed for our customers. Pharmaceuticals are processed through our secure facility and sent for final disposal at a properly licensed destruction facility. This entire process is regulated by the DEA, Georgia Board of Pharmacy and Georgia Board of Narcotics.

MSW/C&D Waste – Municipal and construction & demolition waste will be collected at this location for further transport to a properly licensed landfill. This process is regulated by the Georgia EPD.





City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Employee Training

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	We contacted GMA regarding Customer Service Workshops for our employees (except Police and Fire). A GMA representative will conduct six, three-hour workshops from January 9 through January 23 for approximately 236 employees. The fee is \$500 per session with a minimum of 15 employees per session.
City Manager's Remarks:	Your approval of the agreement with GMA for employee training is recommended.
Financial/Budget Certification:	
Legal:	This agreement was reviewed by Keith Lovell.
Associated Information:	

AGREEMENT FOR GEORGIA MUNICIPAL ASSOCIATION, INC. TO PROVIDE
CONSULTING SERVICES
FOR CITY OF CARTERSVILLE, GA

THIS AGREEMENT FOR CONSULTING SERVICES FOR CUSTOMER SERVICE WORKSHOPS (“Agreement”) is made and entered into by and between City of Cartersville, GA, (“Cartersville”) and Georgia Municipal Association, Inc. (“GMA”), a private, nonprofit organization incorporated in the State of Georgia, located at 201 Pryor Street, S.W., Atlanta, Georgia, and is effective on the date when it is signed by both of them (the “Effective Date”).

WHEREAS, Cartersville has requested that GMA conduct Customer Service Workshops for certain employees of Cartersville (see **Exhibit A**); and

WHEREAS, GMA and Cartersville (the “Parties”) wish to enter into an Agreement pursuant to which GMA will provide the services described in **Exhibit A** (“Services”) to Cartersville for the compensation set forth in **Exhibit A**; and

WHEREAS, GMA may provide such Services directly or indirectly through a subcontracting arrangement;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMA and Cartersville (each individually a “Party” and collectively the “Parties”) agree to the Recitals above and as follows:

1. Services and Compensation

GMA will perform the consulting services set forth in the attached **Exhibit A** for the compensation set forth in **Exhibit A**. **Exhibit A** is expressly incorporated in this Agreement as if fully restated. The Services shall not include any legal or tax advice, and Cartersville shall not regard or treat the Services as containing any legal or tax advice.

2. Term

This Agreement shall start on the Effective Date and shall end on the earlier of the date of completion of the Scope of Services as described in Exhibit A or on January 31, 2020 unless terminated earlier as set forth in the Section entitled Termination.

3. Ownership and Use of Work Product

Cartersville shall retain ownership of all data and materials, and the intellectual property rights in that data, provided to GMA by Cartersville or its representatives. GMA provides similar consulting services for other Municipalities, and all of them benefit by GMA’s ability to re-use

and repurpose its intellectual property when providing such services. Unless otherwise stated in **Exhibit A**, GMA retains ownership of any intellectual property it develops in the performance of consulting services (“Work Product”) and grants Cartersville a permanent, non-exclusive license to use the Work Product for its intended purpose. Cartersville shall not reference or distribute the Work Product without prior written consent of GMA or as required by law.

4. Hold Harmless

Each party shall be responsible for its own acts and neither party will be responsible to the other for any damages or claims arising out of the performance of this Agreement unless the actions or inactions are the result of unlawful conduct or bad faith.

5. Independent Contractor Relationship

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the Parties.

6. Excused Performance

Neither GMA nor Cartersville shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which GMA is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by Cartersville, provided however, that GMA notifies Cartersville in writing within ten (10) business days of discovering such delays.

7. Termination

a) Termination by GMA.

Termination for Cause. GMA shall have the right to terminate this Agreement: if Cartersville fails to make any payment of undisputed amounts or commits any other material breach of this Agreement and fails to cure such breach within seven (7) days after receiving written notice of the failure or other material breach and GMA's intention to terminate the Agreement unless cured.

Termination for Convenience. GMA may terminate this Agreement for convenience as follows:

GMA may terminate this Agreement with seven (7) days written notice to Cartersville.

b) Termination by Cartersville.

Termination for Cause. Cartersville shall have the right to terminate this Agreement if GMA commits any material breach of this Agreement and fails to cure such breach within seven (7) days after receiving written notice of the material breach and Cartersville's intention to terminate the Agreement unless cured.

Termination for Convenience. Cartersville may terminate this Agreement for

convenience as follows:

Cartersville may terminate this Agreement with seven (7) days written notice to GMA.

c) Effect of Termination.

Upon termination of this agreement, GMA shall be entitled to payment for services rendered to Cartersville pursuant to this Agreement through the effective date of the termination.

After submission of any documentation to Cartersville's as required by the agreement, GMA shall be entitled to reimbursement for any expenses incurred on behalf of Cartersville.

d) Survival. The terms of the following Sections shall survive any termination of this Agreement.

Ownership and Use of Work Product

Hold Harmless

Miscellaneous

8. Federal Work Authorization Affidavit.

GMA performs services for LGE as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, GMA will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). The Georgia Municipal Association, Inc. (Service Provider) E-Verify Compliance Affidavit attached as **Exhibit B** to this Agreement is incorporated by reference in this Agreement as if fully restated.

GMA shall maintain any completed affidavit and make a copy of it available to LGE upon request. GMA shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

9. Miscellaneous

- a) Assignment. Neither Party may assign this Agreement and any attempted assignment shall be void.
- b) Subcontracting. GMA may not subcontract the performance of Services in whole or in part.
- c) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- d) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made

any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.

- e) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

GMA:

Ms. Kay Love, Municipal Operations Consultant
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, GA 30303-3606
klove@gacities.com
(678) 686-6228

Cartersville:

Primary Contact:
Ms. Tamara Brock, City Manager
City of Cartersville, GA
1 North Erwin Street,
Cartersville,, GA 30120
tbrock@cityofcartersville.org
(770) 387-5684

- f) Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- g) Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in Fulton County, Georgia and the parties hereby consent to the jurisdiction of such

court.

- h) No Third-Party Beneficiaries. This Agreement is between GMA and Cartersville alone and neither intends there to be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services to LGE, GMA is not assuming any duty or obligation to any of LGE's residents, employees, vendors, clients, subcontractors or agents.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

Georgia Municipal Association, Inc. (GMA)

City of Cartersville, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REVIEWED BY LEGAL

Emily Hirst
11/8/19

Exhibit A –Services and Compensation

1. **Scope of Services:** GMA Member Services Consultants will conduct Customer Service workshops (hereinafter referred to as “Workshop”) for City of Cartersville employees, exclusive of police and fire. The estimated number of participants is 230.

Workshop attendees will be selected and invited by the City of Cartersville. The interactive workshops will provide insight into customer expectations, the dynamics of dealing with unique customer issues, and tools and techniques the city may consider in providing “exceptional service” to the external and internal customer. GMA will provide each workshop attendee a copy of the presentation and associated handouts.

There will be six (6), 3-hour workshop sessions delivered on-site at a City of Cartersville facility. **There will be a morning session and an afternoon session on each scheduled date. The morning session will be from 9 AM to Noon and the afternoon session will be from 1 PM to 4 PM.** The Customer Service Workshop sessions* will be held on the following dates:

Thursday, January 9, 2020	Morning Session	9 AM to Noon
	Afternoon Session	1 PM to 4 PM
Tuesday, January 14, 2020	Morning Session	9 AM to Noon
	Afternoon Session	1 PM to 4 PM
Thursday, January 23, 2020	Morning Session	9 AM to Noon
	Afternoon Session	1 PM to 4 PM

*The workshop content is expected to be the same for each session but may vary depending on participant inquiries.

Each participant who completes the workshop will receive a “Certificate of Attendance”.

2. **Fees:** The fee for this engagement is \$500 per session. (minimum of 15 participants with maximum of 40 participants per session). No refunds.
3. **Invoices:** Upon signature of the foregoing agreement by both parties, \$1,500 of the fee is due and payable to GMA. The balance is due upon completion of the

Program, but no later than February 15, 2020. GMA will send all invoices via email to City Manager, Tamara Brock at tbrock@cityofcartersville.org and copy Human Resources Director, April Tolbert at atolbert@cityofcartersville.org.

All payments to GMA pursuant to this agreement shall be made in accordance with an electronic payment arrangement agreed to by both Parties or sent with a copy of the invoice to:

PO Box 105377
Atlanta, Ga 30348

Attn: Finance

4. **Program Location and Set-Up:** The Workshop sessions will take place at _____ located at _____ Cartersville, GA or at other locations as mutually agreed upon by GMA and the City of Cartersville. The City of Cartersville will provide refreshments for each session in an amount and assortment determined by the City of Cartersville. To best accommodate the interactive learning environment, the room should be arranged with classroom seating (tables with chairs). The following equipment is requested by GMA: 1 LCD projector and screen or equivalent, internet access, (2) - 6 ft. or 8 ft. tables for materials and sign-in. (2) large trash cans with liners. GMA will provide a laptop for the Workshop sessions.

Exhibit B

GEORGIA MUNICIPAL ASSOCIATION, INC. (SERVICE PROVIDER)
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with City of Cartersville, GA, 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, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification Number

 Date of Authorization

Georgia Municipal Association, Inc.

Cartersville workshop consulting services

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____(city), _____
 (state).

 BY: Service Provider Authorized Officer or Agent

 Date

 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

 Notary Public

My Commission Expires:



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Land Acquisition

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	James Stafford is offering the following property containing 1.23 acres, which is adjacent to the City of Cartersville Water Treatment Plant (Clarence B. Walker Water Treatment Plant). He is offering the property for \$10,000.00. This property is appraised by the Tax Assessor's Office at \$12,200.00. This property, if transferred to the City, would be beneficial to our operations and provide additional security for the site. Staff recommends this acquisition of property. Additionally, Jim Stafford will be signing the documents on Wednesday and original documents will be brought to the Council meeting.
City Manager's Remarks:	This 1.23 acres is located next to the Water Treatment Plant and could be used in the future by the water department. It also provides a security buffer for the plant. Your approval of the acquisition of the property is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT, entered into by and between JAMES R. STAFFORD (hereinafter referred to as "Seller"); and CITY OF CARTERSVILLE, GA (hereinafter referred to as "Purchaser").

RECITALS:

A. Seller is the owner of a tract or parcel of real property being located in Bartow County, Georgia (hereinafter referred to collectively as the "Property") more specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property under the terms and conditions as set forth herein:

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein, and for the other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PURCHASE PRICE

The purchase price for the Property shall be TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS (hereinafter referred to as the "Purchase Price").

2. CLOSING

2.1 The closing of title hereunder ("Closing") shall occur on or before the 1st day of December, 2019 at the offices of Archer & Lovell, P.C., 336 South Tennessee Street, Cartersville, Georgia 30120, or Purchaser's lending institution.

3. EARNEST MONEY

N/A.

4. CLOSING COSTS

Purchaser shall pay all closing costs incident to the transaction contemplated herein including, but not limited to, title examination, attorney's fees, recording fees, intangible tax, and State of Georgia transfer tax on the warranty deed.

5. SURVEY

- 5.1 Purchaser, at its option, may cause to be prepared, at Purchaser's expense, an accurate survey of the Property by a surveyor registered under the laws of the State of Georgia (hereinafter referred to as the "Survey").

6. CONVEYANCE OF TITLE

- 6.1 At the Closing, Seller shall convey to Purchaser "good and marketable fee simple title" to the Property by General Warranty Deed. "Good and marketable fee simple title" shall be such title as is acceptable to a reasonable purchaser using Georgia Bar Association "Title Standards", as currently published, as the criteria to marketability of the title required hereby, and is insurable by a title insurance company acceptable to Purchaser at standard rates and without exception other than the Permitted Exceptions as defined herein.
- 6.2 Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances with the following exceptions (which exceptions are hereinafter referred to as the "Permitted Exceptions"):
- (1) current city, state, and county ad valorem property not yet due and payable;
 - (2) general utility, sewerage and drainage easements serving the Property which do not materially interfere with Purchaser's intended use of the Property.
- 6.3 At Closing, Seller shall execute and deliver such other documents as Purchaser may reasonably require to effect or complete the transaction contemplated by this Agreement and to obtain an owner's policy of title insurance.

7. TITLE EXAMINATION

Purchaser shall have up until thirty (30) days after the date of this Agreement in which to examine title to the Property and in which to furnish Seller with a written statement of any title objections affecting the marketability of said title other than the Permitted Exceptions. Seller shall have until thirty (30) days after the date of this agreement to satisfy all valid titled objections, and if Seller fails to satisfy such valid objections, then, at the option of Purchaser, evidenced by written notice to Seller, Purchaser (i) may choose to terminate this Agreement and receive the return of all Earnest Money, or (ii) may elect to close and shall receive the deed required herein from Seller irrespective of such title objections without reduction of the Purchase Price, except that liens, judgments of record, existing mortgages, and outstanding taxes may be paid by Purchaser at Closing out of the Purchase Price.

7.1. Purchaser shall have until thirty (30) days after the date of this agreement in which to examine Record Title to the property (the "Title Examination") and to notify Seller (in writing) of (a) any objections effecting the market ability of title to the property based on matters of record title other than permitted exceptions set forth above or (b) any other objections based on matters adversely affecting title to the property. If such examination of record title, title is found to be defective or objectionable, and Purchaser notifies Seller in writing of such defects or objections as provided above, then Seller shall until the closing to cure or terminate any such defects or objections. In the event that the Seller fails to cure or terminate any such identified defects or objections within the period hereinabove set out, then Purchaser, at its option, may elect to:

7.1.1 Waive any such title defect or objection and consummate this transaction without reducing the Purchase Price to be paid for the lot; or

7.1.2 Delay the closing for a sufficient amount of time to allow the Seller to cure or terminate such defects or objections, but in no event shall such delay exceed ninety (90) days. If Seller is unable to cure or terminate such defects or objections within said ninety (90) days then the Purchaser shall have the further option to (a) extend the cure period for an additional period for an additional period of time, as determined by the Purchaser, to allow Seller to cure or terminate such defects or objections; or (b) terminate this transaction giving the Seller written notice of its choice. Should Purchaser terminate this agreement as provided in this paragraph 8.1.2 then Seller shall return to Purchaser the earnest money and thereafter no party to this agreement shall have any rights, obligations, liabilities hereunder one to the other; or

7.1.3 Cure any such objections or defects in Survey or Title, in which event the Purchase Price shall be reduced by an amount equal to the amount paid to cure such defects or objections, but such amount shall not exceed ONE THOUSAND (\$1,000.00) DOLLARS unless the parties hereto agree otherwise; or

7.1.4 Pursue any other rights or remedies afforded by the Agreement.

8. PRORATIONS

At the Closing, all ad valorem property taxes, water and sewer charges and assessments of any kind on the Property for the year of the Closing shall be prorated between Purchaser and Seller as of midnight of the day prior to the Closing. Such proration shall be based upon the latest ad valorem property tax bills available;

9. INSPECTION OF PROPERTY

- 9.1 Right of Inspection. Purchaser shall have thirty (30) days from the date of the Execution of this Agreement (hereinafter referred to as the "Inspection Period") to go upon the Property with Purchaser's agents, representatives, or designees to: (a) make a physical inspection of the property and, (b) conduct environmental studies, feasibility studies, excessability, and similar matters, and c) any and all other inspections, examinations, or investigations that Purchaser may elect to make or have made that would aid Purchaser to determine the feasibility of Purchaser using the property as desired or determined by Purchaser in its discretions; provided, however, that no grading shall be done and no trees or bushes shall be cut except as may be necessary to clear the view for survey purposes. Purchaser agrees to indemnify against and also harmless from any claim from liabilities, costs, expenses, damages or injuries arising out of or a result of or from the inspection of the property by Purchaser or its agents, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold self harmless shall survive closing or any termination of this Agreement.
- 9.2 Right of Termination. For any reasons whatsoever, within Purchaser's sole discretion, and at any time during the inspection period, Purchaser may terminate this Agreement and all Purchaser's obligations hereunder by giving notice to Seller as provided in Paragraph 11.1 hereof. Upon such termination by Purchaser, the Escrow Agent (or Seller) shall promptly refund all earnest money to Purchaser and thereafter, neither party hereto shall thereafter have any further obligations hereunder to the other.
- 9.3 This Agreement is made expressly contingent upon an environmental inspection of the Property, including, without limitation, inspection for solid, industrial, toxic, hazardous, radioactive, nuclear or putrescible waste or sewage, and underground storage tanks of any kind, all as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 U.S.C. §9601, et seq.). Said inspection shall be made by a qualified inspector(s) of Purchaser's choice and at Purchaser's expense. Said inspection must be completed as soon as possible, but in no event shall Purchaser be allowed more than thirty (30) calendar days from the date of acceptance of this Agreement to complete the inspection and receive the report(s) of said inspection.
- (1) Within forty-eight (48) hours after Purchaser receives the report(s) of said inspection, Purchaser shall cause a written report, together with a copy of the inspection report, to be delivered to Seller setting forth the items which Seller must correct, if any.

- (2) Within forty-eight (48) hours after Seller receives information as to Purchaser's demands (if any), Seller must do one of the following:

(A) Execute an Amendment to this Agreement wherein Seller agrees to correct those items as set forth in Purchaser's written report and also agree to have said items corrected no later than twenty-four (24) hours prior to Closing. Should Seller agree to correct all of the demands made by Purchaser as set forth in subparagraph (9.3(1)) above, then Purchaser must also execute the Amendment mentioned in this Paragraph, at which time this Paragraph shall become null and void.

(B) Refuse to accept and correct the demands made by Purchaser as set forth in subparagraph (9.3(1)) above, thereby allowing Purchaser the option of doing one of the following:

(i) Void this Agreement in its entirety. Should Purchaser elect to void this Agreement as set forth under this Paragraph, Purchaser must give Seller written notice within forty-eight (48) hours after being notified of Seller's refusal to perform as set forth in this Paragraph. Should Purchaser exercise this option and void this Agreement in writing within said 48 hours, then Seller is herein directed to return the Earnest Money to Purchaser, thereby making this Agreement null and void. Should Purchaser fail to so notify Seller within the said 48 hours, then this Paragraph shall automatically be deleted from this Agreement, and this Agreement shall contain no contingency regarding inspection of the Property and this Paragraph shall become null and void.

(ii) Accept the Property in its then existing condition, subject only to the requirements of the Agreement, not including this clause, said election to be made in writing to Seller within 48 hours of notice of Seller's decision. Upon failure to so notify, then this Paragraph is automatically deleted from this Agreement, and this Agreement shall contain no contingency regarding environmental inspection of the Property, and this Paragraph shall become null and void.

10. ARBITRATION

Any controversy or claim between or among the parties to this Agreement hereto including but not limited to those arising out of or relating to this Agreement or other loan documents or any related instruments, agreements of documents including this claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), and the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. (J.A.M.S.) As supplemented by any special rules set forth in any of the loan documents. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action including a summary or expedited proceeding to compel arbitration of any controversy of claim to which this Agreement applies in any court having jurisdiction.

Seller Initials

Purchaser Initials

11. NOTICES

- 11.1 All notices, demands, deliveries of surveys, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with the Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by facsimile, nationally recognized air express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

TO SELLER: JAMES R. STAFFORD
231 Waters Lake Drive
Woodstock, GA 30188

TO PURCHASER: CITY OF CARTERSVILLE, GEORGIA
Post Office Box 1390
Cartersville, GA 30120

12. CONDEMNATION/CASUALTY

If prior to the Closing of the sale contemplated herein any portion of the Property is (I) damaged by fire, or other casualty, or (ii) subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, Purchaser may elect to terminate this Agreement by giving the Seller notice to such effect within ten (10) days after receipt of notice of such occurrence [with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period], and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and Seller shall forthwith return to Purchaser all amounts paid by Purchaser as Earnest Money, whereupon this Agreement shall be terminated. If Purchaser elects not to terminate, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property taken by eminent domain or condemnation or under threat of being so taken, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer, and set over unto Purchaser all of Seller's right, title, and interest in and to any insurance proceeds or any awards paid or payable for such taking.

13. DEFAULT

In the event the transaction contemplated hereby is not closed because of Purchaser's default, the Earnest Money shall be paid to Seller as full liquidated damages for such failure to close pursuant to O.C.G.A. Section 13-6-7, the parties acknowledging the difficulty of ascertaining Seller's damages in such circumstances and that the amount specified as Earnest Money represents a reasonable good faith estimate by the parties of the amount of damages that Seller would incur in such event, whereupon neither party hereto shall have any further rights, claims, or liabilities under this Agreement except for the provisions which are made to survive the termination or cancellation of this Agreement. In the event the transaction contemplated hereby is not closed because of Seller's default, then the Earnest Money shall be refunded promptly to Purchaser and Purchaser shall have all rights and remedies available at law or in equity for Seller's breach.

14. SELLER'S AGREEMENTS

- 14.1 From and after the date of this Agreement to the date and time of Closing, Seller shall not, without the prior written consent of Purchaser, convey any portion of the Property or any rights therein, nor enter into any conveyance, lease, security document, easement or other agreement or amendment to agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option thereto, and any such conveyance or other agreement entered into in violation of this shall be null and void and of no force or effect.

14.2 Seller warrants, represents and agrees that:

- (a) To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation, or proceeding pending against Seller, the property, or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse affect on title to the property or any portion thereof or which could in any material way interfere with the consummation by Seller of the transaction contemplated by this Agreement.
- (b) Seller is the owner of the Property as of the date of this Agreement and has the full right and authority to enter into this Agreement and to consummate the Sale of the Property as set forth herein:
- (c) Seller has not received any notice and has no knowledge that the Property is or will be affected by any special assessments, condemnations, eminent domain, change in grade or public areas or similar proceedings and there are not outstanding conditions, restrictions or agreements concerning the Property other than as specified in this Agreement;
- (d) The Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, radon, contaminates, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority, or government unit. Seller covenants and agrees that in the event Seller receives any written or verbal notice regarding the matters described in this paragraph, Seller will promptly give notice to Purchaser of the pertinent facts regarding same.
- (e) Seller has not entered into any unperformed agreements, oral or written, not referred to herein, with reference to the Property, and neither the Seller nor the Property is subject to any judgement or decree of a court of competent jurisdiction, or to any lawsuit or administrative proceeding which would in any way adversely effect the Property or which would in any way be binding upon Purchaser or its successors or assigns, or which would limit or restrict in any way Seller's rights or ability to enter into this Agreement and consummate the transactions contemplated hereby.

- 14.3 Seller shall affirm these warranties, representations, and agreements, at and as of the date of Closing, and they shall survive the Closing hereof.

15. PURCHASER'S AGREEMENTS

- (a) Purchaser has the full right, power, and authority to purchase the property as provided in this Agreement and to carry out Purchaser's obligation hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder happening, or by the Closing will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so.
- (b) There is no action, suit, or arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate interfere with the consummation with the transaction contemplated by this Agreement.

16. POSSESSION

Seller shall deliver actual possession of the Property to Purchaser at Closing.

17. CONTINGENCIES

- (1) This Agreement is contingent upon and subject to the following conditions:
 - (a) No real estate broker fees paid will by either party.
 - (b) Seller sells the Property as is; and, Buyer accepts the Property as is.

18. EXHIBITS AND ADDENDA

All Exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

Exhibit "A" – Legal Description Attached hereto.

IN WITNESS WHEREOF, the parties have set their hands, affixed their seals, and delivered these presents, the date herein listed.

Executed by the City on the ____ day of November, 2019.

CITY OF CARTERSVILLE, GEORGIA

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Executed by James R. Stafford this ____ day of November, 2019.

SELLER:

James R. Stafford

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 608, 4th District, 3rd Section, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin at the intersection of the north right-of-way (250) feet of Joe Frank Harris Parkway and the west right-of-way (100) feet of Allatoona Dam Road; thence north 58 degrees, 33 minutes, 51 seconds east for a distance of 2.13 feet along the west right-of-way of Allatoona Dam Road to the true point of beginning; thence south 11 degrees, 54 minutes, 18 seconds west a distance of 208.41 feet to an iron pin; thence south 76 degrees, 32 minutes, 23 seconds east along a chord having a distance of 175.62 feet and a radius of 5879.65 feet to an iron pin; thence south 14 degrees, 18 minutes, 58 seconds east a distance of 25.00 feet to an iron pin; thence south 75 degrees 41 minutes, 02 seconds east a distance of 323.72 feet to an iron pin; and thence north 58 degrees, 33 minutes, 31 seconds east a distance of 2.13 feet to a point, said point being the true point of beginning.

Subject to that certain easement from James R. Stafford to Georgia Power Company, recorded in Deed Book 1246, Page 242, on September 28, 1999, Bartow County, Georgia Real Estate Records; and

Subject to that certain easement from James R. Stafford to Bellsouth, recorded in Deed Book 1790, Page 180, on May 3, 2004, Bartow County, Georgia Real Estate Records.

Subject to any restrictions and other easements of record, if any.

AFTER RECORDING RETURN TO:

Archer & Lovell, PC

PO Box 1024

Cartersville, GA 30120

Title Examination Not Performed

STATE OF GEORGIA
COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of November, 2019, between **JAMES R. STAFFORD**, (hereinafter referred to as “Grantor”) and **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter called “Grantee”). (The words “Grantor” and “Grantee” shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 608, 4th District, 3rd Section, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin at the intersection of the north right-of-way (250) feet of Joe Frank Harris Parkway and the west right-of-way (100) feet of Allatoona Dam Road; thence north 58 degrees, 33 minutes, 51 seconds east for a distance of 2.13 feet along the west right-of-way of Allatoona Dam Road to the true point of beginning; thence south 11 degrees, 54 minutes, 18 seconds west a distance of 208.41 feet to an iron pin; thence south 76 degrees, 32 minutes, 23 seconds east along a chord having a distance of 175.62 feet and a radius of 5879.65 feet to an iron pin; thence south 14 degrees, 18 minutes, 58 seconds east a distance of 25.00 feet to an iron pin; thence south 75 degrees 41 minutes, 02 seconds east a distance of 323.72 feet to an iron pin; and thence north 58 degrees, 33 minutes, 31 seconds east a distance of 2.13 feet to a point, said point being the true point of beginning.

Subject to that certain easement from James R. Stafford to Georgia Power Company, recorded in Deed Book 1246, Page 242, on September 28, 1999, Bartow County, Georgia Real Estate Records; and

Subject to that certain easement from James R. Stafford to Bellsouth, recorded in Deed Book 1790, Page 180, on May 3, 2004, Bartow County, Georgia Real Estate Records.

This quitclaim is given subject to any restrictions and easements of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

AND THE SAID Grantor, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness

James. R. Stafford

Notary Public

My Commission Expires:

[AFFIX SEAL]

CLOSING STATEMENT**DATE:** _____, 2019**SELLER:** JAMES R. STAFFORD**PURCHASER:** CITY OF CARTERSVILLE, GEORGIA**PURCHASED:** PARCEL ID: E009-0005-003 Allatoona Dam Road

DISBURSEMENT

PURCHASE PRICE	\$10,000.00
LOAN FROM SELLER	\$0.00
EARNEST MONEY DEPOSIT	\$0.00
RECORDING FEES:	\$0.00 (paid outside of closing)
REAL ESTATE TRANSFER TAXES	\$0.00
NET PROCEEDS DUE FROM PURCHASER	\$10,000.00
TOTAL PROCEEDS DUE TO SELLER	\$10,000.00

SPECIAL STIPULATIONS

- A. Purchaser and Seller have each reviewed this Closing Statement and agree that it accurately reflects the terms of the Agreement consummated on even date herewith, by and among Purchaser and Seller (the "Agreement").
- B. Purchaser and Seller agree that the terms and conditions of the Agreement together with all documents or certificates executed or delivered in connection with the closing of this asset purchase transaction shall survive the Closing and be enforceable in accordance with the terms of the Agreement.
- C. The undersigned each hereby acknowledges the preceding Closing Statement as being true and correct and each has received a copy of the Closing Statement.

SELLER:_____
James R. Stafford**PURCHASER:**CITY OF CARTERSVILLE,
a Municipal Corporation of the State of GeorgiaBy: _____
E. Keith Lovell, Assistant City Attorney



City of Cartersville

City Council Meeting

11/21/2019 7:00:00 PM

IGA and Easement Between City of Cartersville and Bartow County

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Bartow County needed to relocate our existing gas line as part of the Cass-White Road Project. As our line was in a purchased easement owed by the City, and the County wanted to put it in a right-of-way, we wanted an agreement that if it needed to be relocated, it would be at the expense of the County. Staff recommends this item.
City Manager's Remarks:	Our gas line on Cass-White Road was in an easement owned by the City and the County wanted to put it in a ROW as part of the Cass-White Road Project. This is an agreement stating that if the gas line owned by the City needed to be relocated on Cass-White Road, it would be at the expense of the County. The agreement has been reviewed by Keith. Your approval of the easement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RETURN TO:
 Archer & Lovell
 PO Box 1024
 Cartersville, GA 30120

INTERGOVERNMENTAL AGREEMENT AND EASEMENT

BETWEEN

CITY OF CARTERSVILLE and BARTOW COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as “City”) and Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as “County”).

WHEREAS, pursuant to the attached Intergovernmental Relocation Agreement dated July 5, 2018 (hereinafter referred to as Exhibit “A”) between the City and County, the parties are desirous of entering into this prior rights agreement “(sometimes hereinafter referred to as “IGA” or “Agreement”) regarding the relocation of the City of Cartersville’s primary gas lines as indicated therein; and

WHEREAS, local governments are authorized and encouraged to enter into intergovernmental cooperative agreements pursuant to Article IX, Section III, Paragraph I of the State of Georgia Constitution; and

WHEREAS, the County and City have determined that this IGA is in the best interest of the health, welfare and public safety of the residents within their authorities to execute this IGA; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Existing Agreement.** The Intergovernmental Relocation Agreement attached hereto as Exhibit "A" is made a part of this Agreement.
2. **Project.** The City and County have relocated or plan to relocate the City's facilities, and retain the existing City facilities not relocated, pursuant to the Intergovernmental Relocation Agreement referred to as Exhibit "A" to their new location, as indicated thereon.
3. **New Location.** The facilities are installed on the property referenced on Exhibit "A" and in the following deeds referenced in the Office of the Clerk of Bartow County Superior Court, Real Estate Recordings, Deed Book 2822, Pages 686-687, 688-670, 671-673, 674-677, 678-681, 682-685; Deed Book 2853, Pages 935-943; Deed Book 2841, Pages 867-869, 870-878; Deed Book 2869, Pages 929-931, 932-936; and Deed Book 1874, Pages 857-870.
4. **Term.** The term of this Agreement shall be for fifty (50) years.
5. **Easement.** The County hereby grants an easement to the City for all Utility Facilities relocated and existing facilities not relocated pursuant to Exhibit "A." The easement areas are shown and outlined in blue on the three pages identified as "preliminary plans" attached hereto and incorporated herein as Exhibit "B." This provision shall survive termination of this Agreement.
6. **Relocation.** In the event that in the future, the County wishes to relocate the Utility Facilities pursuant to the Intergovernmental Relocation Agreement attached hereto as Exhibit "A," the County agrees to and shall be obligated to the following:
 - a. County reserves the right to relocate the Utility Facilities utilizing the following procedures:
 - i. County shall notify City of its proposal to relocate the Utility Facilities and shall specify the lands, owned or to be acquired by County, to which it proposes to relocate the Utility Facilities. City shall provide, within

sixty (60) days, an itemized estimate of the total cost to City of such relocation and a proposed time schedule to complete the relocation, not including any expansion or improvement of the Utility Facilities.

- ii. Should County elect to continue to relocation, County shall provide a notice to relocate. Within a reasonable time, not to exceed the time set forth in the proposed time schedule, after the notice to relocate, City covenants and agrees to remove the Utility Facilities from the Easement Area and restore the premises to their condition as the same existed on the date of City's entry thereon. County shall reimburse City for all actual costs of the relocation, provided, however, such reimbursement shall not exceed a total amount of one hundred twenty (120%) percent of the estimate provided by City.
 - b. Upon written request by City or third party, County, in its sole discretion, may permit the relocation of the Utility Facility to an alternate site on other lands owned by County so long as the removal and relocation is paid by the party or parties requesting such removal and is at no cost or expense to Grantor.
 - c. If removal relation of the Utility Facility is permitted as provided herein, County and City shall execute an amended easement agreement and County shall further execute and deliver to County a quitclaim deed, prepared by or acceptable to County, conveying County all of City's rights and interest in and to the existing Easement Area, and, if applicable at any time, any temporary construction area.
7. **Assignment.** Neither party shall assign any right or obligation under this IGA without the other party's prior written consent.
8. **Force Majeure.** Neither party, nor their respective employees or agents, shall be liable for its respective non-negligent or non-willful failure to perform (or cure a failure to perform) any of its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) except as otherwise provided in this IGA, any change in applicable governmental rules or regulations rendering the performance of any portion of this IGA

legally impossible, which change shall not include any mandate(s) with which the City or County must comply; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the government entity claiming a force majeure under this paragraph; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

9. **Entire Agreement.** This IGA, and the Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this IGA. No other agreement, statement or promise relating to the subject matter of this IGA not contained in this IGA shall be valid or binding. This IGA may be modified or amended only by a written instrument signed by a duly authorized representative of each of the parties. The terms of this IGA shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder. The parties acknowledge that this IGA, as it may be amended as provided herein, shall be incorporated as part of any Service Delivery Strategy Agreement entered into between the parties subsequent to the date of this IGA.
10. **No Joint Venture.** The parties hereto agree that nothing contained within this IGA can be or should be construed as creating a joint venture or partnership between the parties.
11. **Public Procurement Requirements.** The parties agree that any procurement related to this IGA will be done in full compliance with all public works bidding requirements of the State of Georgia.
12. **Authority.** Each of the individuals executing this IGA on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental

contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

13. **Records.** Each party shall maintain records relating to matters covered by this IGA as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this IGA.
14. **Interpretation.** The parties hereto have cooperated in the preparation of this IGA, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.
15. **Notice.** All notices, requests, demands, writings, or correspondence, as required by this IGA, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

BARTOW COUNTY:	Bartow County Commissioner's Office 135 West Cherokee Avenue, Ste 251 Cartersville, Georgia 30120 Attn: County Manager
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CITY OF CARTERSVILLE:	City of Cartersville PO Box 1390 Cartersville, Georgia 30120 Attn: City Manager
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16. **No Third-Party Rights.** This IGA is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this IGA to maintain an action pursuant to the terms or provisions of this IGA.
17. **Waiver.** No failure by either party to enforce any right or power granted under this IGA, or to insist upon strict compliance with this IGA, and no custom or practice at variance with the terms and conditions of this IGA shall constitute a general waiver of any future

breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this IGA. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

18. **Successors and Assigns.** Subject to the provision of this IGA regarding assignment, this IGA shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this IGA without prior written approval of the other party.
19. **Governing Law, Disputes and Venue.** This IGA shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this IGA which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. Any resulting mediation shall be purely voluntary. If both parties agree to mediate, the mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation, mediation is not jointly agreed upon, or mediation efforts fail, then any dispute or issues shall be resolved through litigation. If any action at law or in equity is brought to enforce or interpret the provisions of this IGA, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this IGA shall be brought in the Superior Court of Bartow County, Georgia.
20. **Captions and Severability.** The caption or headnote on articles or sections of this IGA are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the IGA should be severed, and the remainder of this IGA shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this IGA if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

21. **E-Verify and Title VI.** The parties agree that they will comply with all applicable E-Verify and Title VI requirements, and any contracts let related to this IGA shall contain all required E-Verify and Title VI requirements under applicable law.
22. **Counterparts.** This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

Signed, sealed and delivered
in the presence of:

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

Witness

By: _____
Matthew J. Santini, Mayor

Notary Public

My Commission Expires:

Attest: _____
Meredith Ulmer, City Clerk

[AFFIX SEAL]

Signed, sealed and delivered
in the presence of:

BARTOW COUNTY,
a Political Subdivision of the State of Georgia

Camara Warren
Witness

By: Steve Taylor
Steve Taylor, Commissioner

Debbie Andersen
Notary Public

My Commission Expires:

Attest: Kathy Gill
Kathy Gill, County Clerk

[AFFIX SEAL]



EXHIBIT "A"

TO INTERGOVERNMENTAL AGREEMENT & EASEMENT

BK:3019 PG:500-525

D2018008869

FILED IN OFFICE
CLERK OF COURT
07/13/2018 11:57 AM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA



AFTER RECORDING RETURN TO:
ARCHER & LOVELL PC 1392277288
PO BOX 1024
CARTERSVILLE GA 30120 PARTICIPANT ID

INTERGOVERNMENTAL RELOCATION AGREEMENT

This Relocation Agreement is made and entered into this 5 day of July, 2018, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the "**City**") and **BARTOW COUNTY**, a political subdivision of the State of Georgia (hereinafter the "**County**").

WITNESSETH:

WHEREAS, the County desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and the County is proposing to design, construct, develop, widen and relocate roadways and other work known as **CASSVILLE-WHITE ROAD IMPROVEMENTS 3001044** (hereinafter the "**Project**");

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants and accept this Agreement to allow for the relocation of natural gas utility infrastructure (hereinafter "**natural gas facilities**") outside of the existing public right-of-way in conflict with the Project and to ensure prior rights and obtain easements required for the relocation and to promote development in Bartow County;

WHEREAS, County desires to perform the following services for the City;

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

County will perform the following for the City and its inhabitants:

1. County shall provide an estimated \$68,095.03 (a breakdown of the costs are attached hereto as Exhibit "A") to relocate the existing natural gas facilities outside of existing public right of way shown to be in conflict with the construction of the Project in accordance with the plans attached hereto and incorporated herein as Exhibit "B".

BK:3019 PG:501

2. County shall acquire and provide the City all of the proposed easements in accordance with the plans attached hereto and incorporated herein as Exhibit "B". All proposed easements and plats shall be reviewed by and acceptable to the City prior to execution.
3. County shall appropriately include in any and all documentation of right of way acquisitions the City's prior rights to be retained over any and all existing easements held by the City in accordance with the plans attached hereto and incorporated herein as Exhibit "B".
4. County shall agree to pay any and all reasonable and customary cost overruns above and beyond the estimate attached as Exhibit "A". All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, County is responsible for all costs related to the scope of work referenced within the attached Exhibits.
5. County shall agree to pay the above described sum within the following time period, no later than thirty (30) days from the date of this Agreement, or no later than thirty (30) days from the notice of any additional costs associated with the scope of work referenced herein.
6. County shall be responsible for expenses and costs associated with this Agreement and relocation of the natural gas facilities and related appurtenances including, but not limited to, legal fees, closing fees, real estate fees, recording fees, title fees and survey fees.
7. County agrees to reimburse the City for any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, County will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.
8. With the exception of Paragraph 3 below, County agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities under this Agreement. The County further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 3 below as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.

In exchange for the County providing the above described, City will perform the

BK:3019 PG:502

following for the City and its inhabitants:

1. City shall relocate the existing natural gas facilities in accordance with the plans attached hereto and incorporated herein as Exhibit "B".
2. City shall complete the relocation of the natural gas facilities within one-hundred-twenty (120) days from a written notice to proceed from the County received no earlier than thirty (30) days from the effective date of this Agreement or receipt of the fully executed proposed easements and documentation of the right of way acquisitions inclusive of the City's retained prior rights whichever is later.
3. City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities under this Agreement provided no further disturbance of such areas are planned within 7 days of initial disturbance or as required by local jurisdiction.
4. City has no responsibility and/or liability for any activists and actions of the County.
5. Notices:

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

If to the County: County Manager
 135 W. Cherokee Avenue
 Cartersville, Georgia 30120

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this ____
 day of July 13, 2018.

(Signatures Next Page)

BK:3019 PG:503

Signed, sealed, and delivered in the
presence of:

Cheryl Jackson
Witness

Samuel D. [Signature]
Notary Public

[NOTARIAL SEAL]



CITY OF CARTERSVILLE, GEORGIA

By: Mathew Santini (SEAL)
Mathew Santini, Mayor

Attest: Meredith Ulmer
Meredith Ulmer, City Clerk



Signed, sealed, and delivered in the
presence of:

Kathy Dill
Witness

Debra J. Andersen
Notary Public

[NOTARIAL SEAL]



BARTOW COUNTY, GEORGIA

By: Steve Tolan (SEAL)

Its: Sole Commissioner (SEAL)

BK:3019 PG:504

EXHIBIT "A"

Item # 7

BK:3019 PG:505

April 30, 2018

Natural Gas Main Relocation
 Cassville-White Road Improvements
 Bartow County Project No. 3001044
 Cartersville Project No. CP-17-002

ENGINEER'S ESTIMATE OF REIMBURSABLE COSTS

ITEM NO.	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<i>Contractor Labor Costs:</i>					
1.	6-5/8" O.D.-.219" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	150	L.F.	\$27.75	\$4,162.50
2.	4-1/2" O.D.-.188" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	50	L.F.	\$15.75	\$787.50
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	85	L.F.	\$12.15	\$1,032.75
4.	3/4" IPS.-.133" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	55	L.F.	\$8.55	\$470.25
5.	2" IPS-DR-11, P.E. 2708, Polyethylene Pipe	350	L.F.	\$5.40	\$1,890.00
6.	3/4" IPS-DR-11, P.E. 2708, Polyethylene Pipe	35	L.F.	\$6.75	\$236.25
7.	6" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$2,400.00	\$4,800.00
8.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$2,400.00	\$4,800.00
9.	2" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$1,650.00	\$3,300.00
10.	2" Line Valve Assembly, ANSI Class, 740# W.P.	1	Ea.	\$375.00	\$375.00

PAGE 1 OF 4



\\Storage\Gas\Users\engineering\Projects\CP-17-002\CostEstimates\CP-17-002-001.rvt

Item # 7

BK:3019 PG:507

April 30, 2018

Natural Gas Main Relocation
 Cassville-White Road Improvements
 Bartow County Project No. 3001044
 Cartersville Project No. CP-17-002

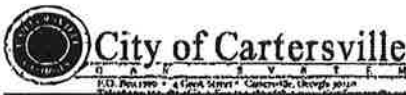
ENGINEER'S ESTIMATE OF REIMBURSABLE COSTS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
TOTAL ESTIMATED LABOR COST					\$48,523.25

Material Costs:

1.	6-5/8" O.D.-.219" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	150	L.F.	\$11.00	\$1,650.00
2.	4-1/2" O.D.-.188" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	50	L.F.	\$7.90	\$395.00
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	85	L.F.	\$5.75	\$488.75
4.	3/4" IPS.-.133" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	55	L.F.	\$4.25	\$233.75
5.	2" IPS-DR-11, P.E. 2708, Polyethylene Pipe	350	L.F.	\$0.80	\$280.00
6.	3/4" IPS-DR-11, P.E. 2708, Polyethylene Pipe	35	L.F.	\$0.30	\$10.50
7.	6" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$3,512.00	\$7,024.00
8.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$2,108.00	\$4,216.00
9.	2" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$996.00	\$1,992.00
10.	2" Line Valve Assembly, ANSI Class, 740# W.P.	1	Ea.	\$319.00	\$319.00

PAGE 3 OF 4



BK:3019 PG:508

April 30, 2018

Natural Gas Main Relocation
 Cassville-White Road Improvements
 Bartow County Project No. 3001044
 Cartersville Project No. CP-17-002

ENGINEER'S ESTIMATE OF REIMBURSABLE COSTS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	ESTIMATED UNIT PRICE¹	ESTIMATED TOTAL AMOUNT
11.	2" Line Valve Assembly, 80#W.P.	2	Ea.	\$125.00	\$250.00
12.	6"x90° L.R. Elbow, Standard Weight	4	Ea.	\$66.50	\$266.00
13.	6" End Cap, Standard Weight	4	Ea.	\$29.00	\$116.00
14.	4"x90° L.R. Elbow, Standard Weight	2	Ea.	\$30.58	\$61.16
15.	4" End Cap, Standard Weight	2	Ea.	\$16.25	\$32.50
16.	2" End Cap, Standard Weight	4	Ea.	\$11.48	\$45.92
17.	2"x90° Elbow (PE)	3	Ea.	\$4.00	\$12.00
18.	2" End Cap (PE)	1	Ea.	\$3.50	\$3.50
19.	2"x2" Tee (PE)	1	Ea.	\$5.00	\$5.00
20.	2" Valve Tee, 700# W.P.	1	Ea.	\$137.52	\$137.52
21.	3/4" End Cap, Standard Weight	1	Ea.	\$11.50	\$11.50
22.	3/4" Service Tee, 1,440# W.P.	1	Ea.	\$21.68	\$21.68
23.	Regulating Station	1	Ea.	\$2,000.00	<u>\$2,000.00</u>
TOTAL ESTIMATED MATERIAL COST					\$19,571.78
TOTAL ESTIMATED LABOR COST					<u>\$48,523.25</u>

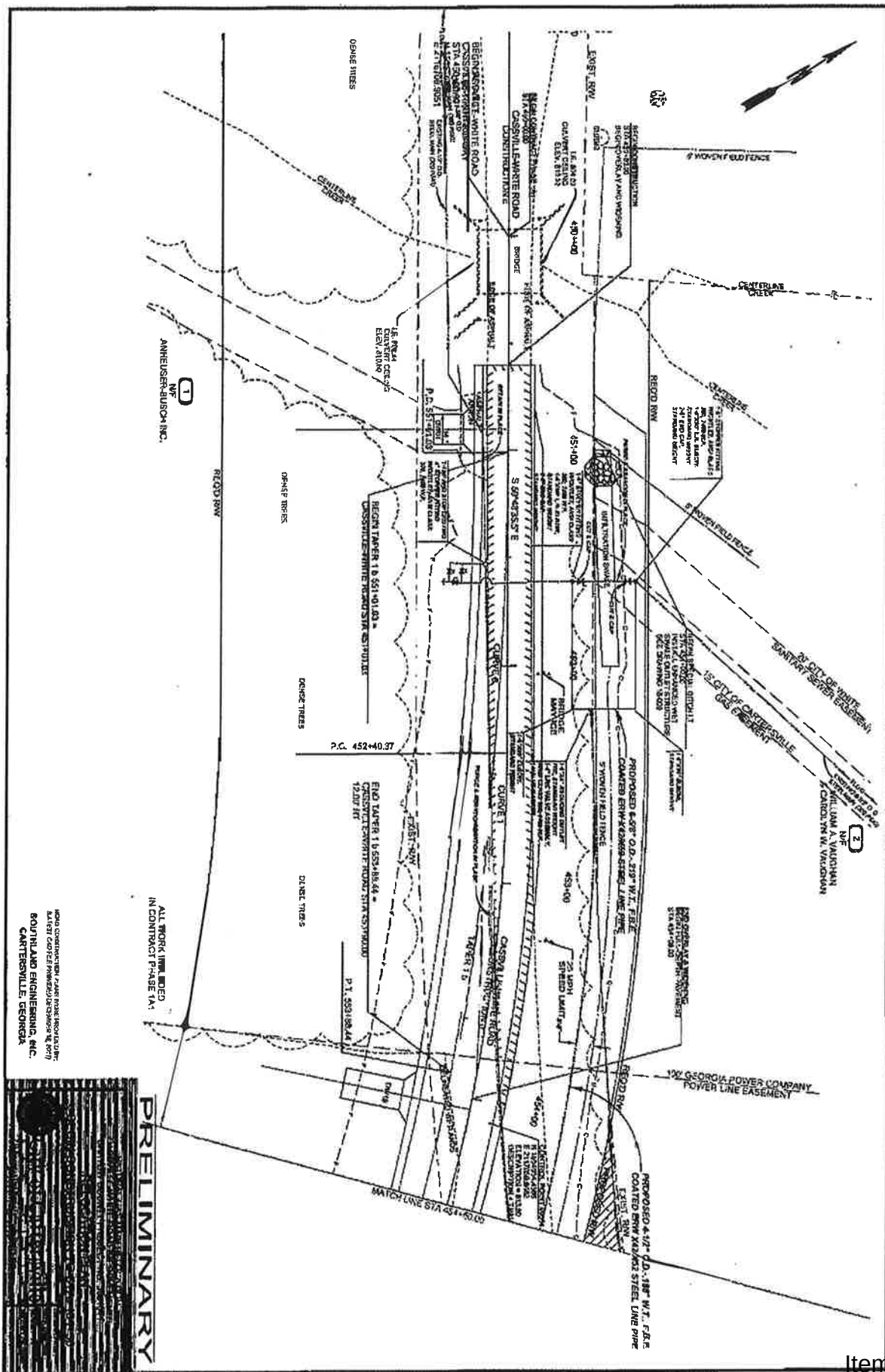
TOTAL ESTIMATED REIMBURSIBLE COST \$68,095.03

¹ Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus an additional 50% adjustment for inflation. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated January 11, 2018.

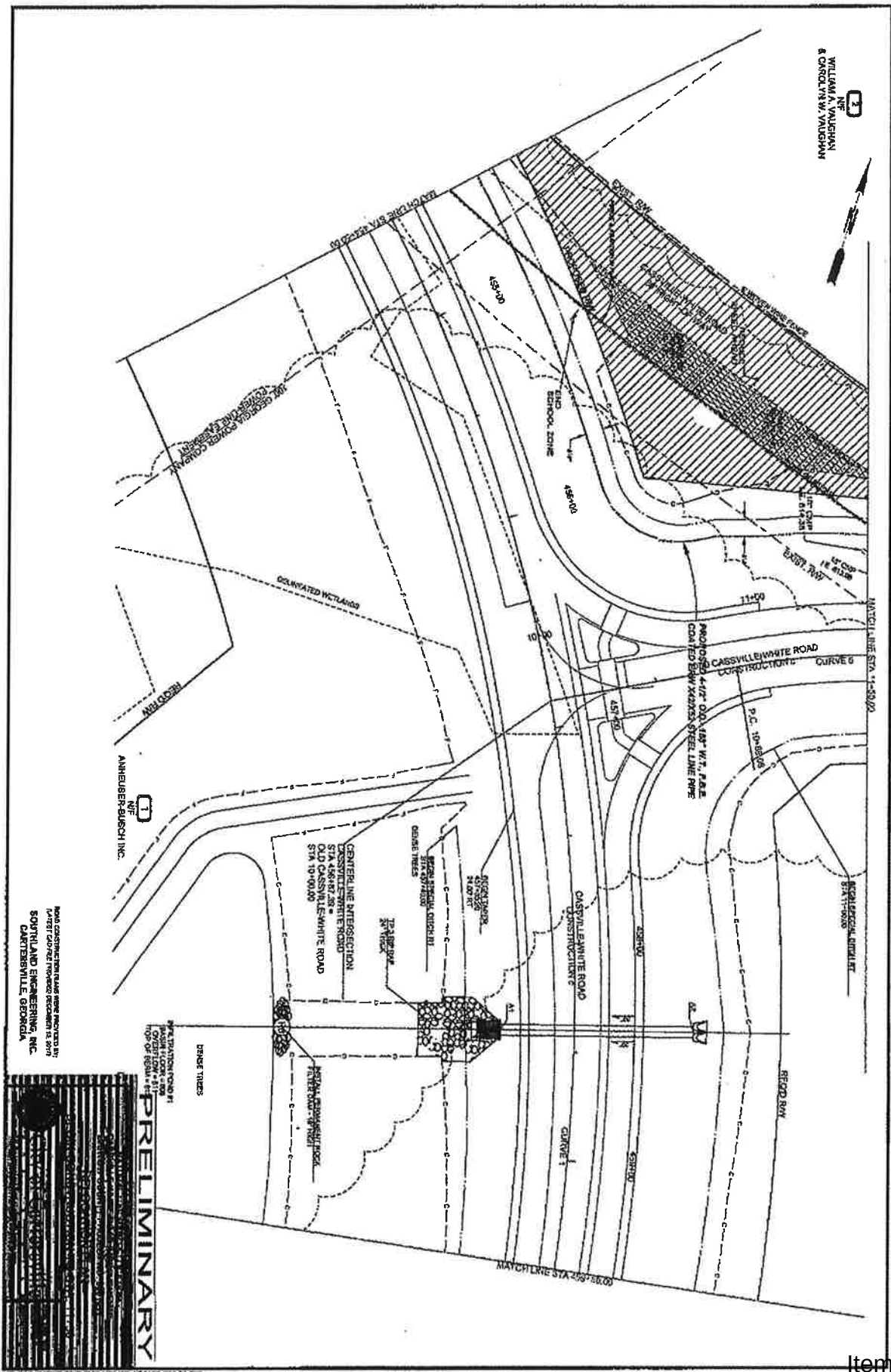
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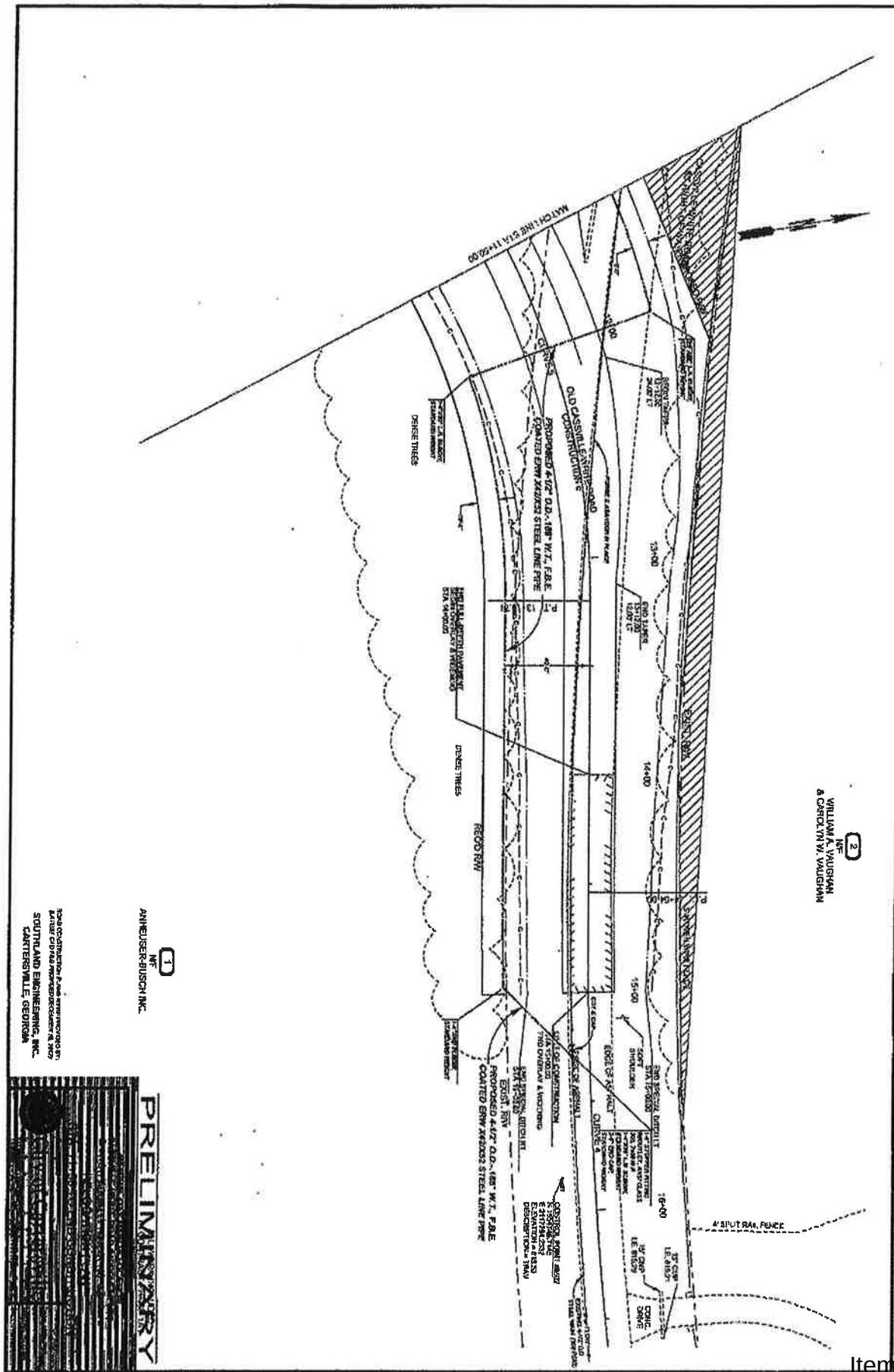
EXHIBIT "B"

Item # 7

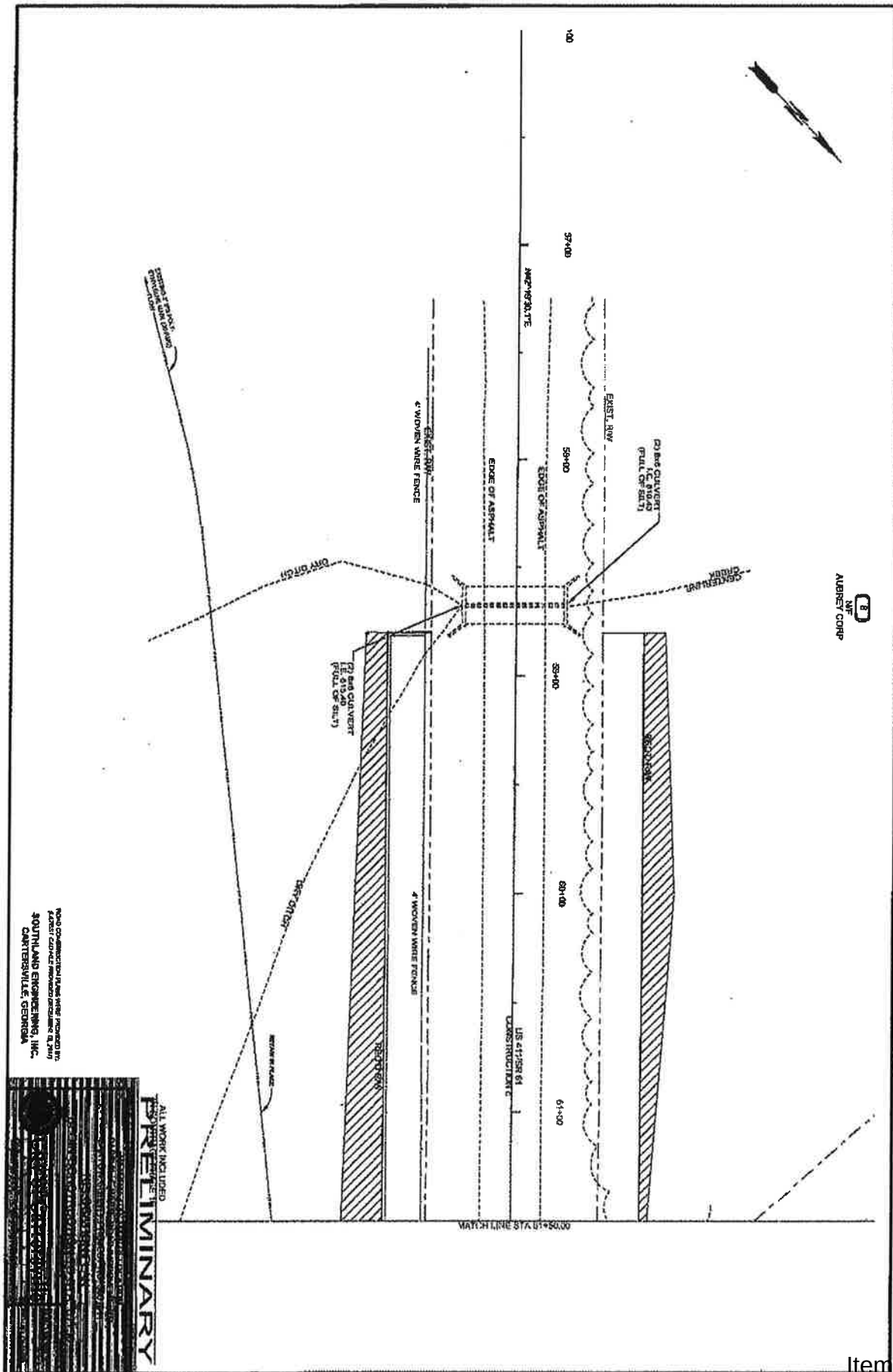


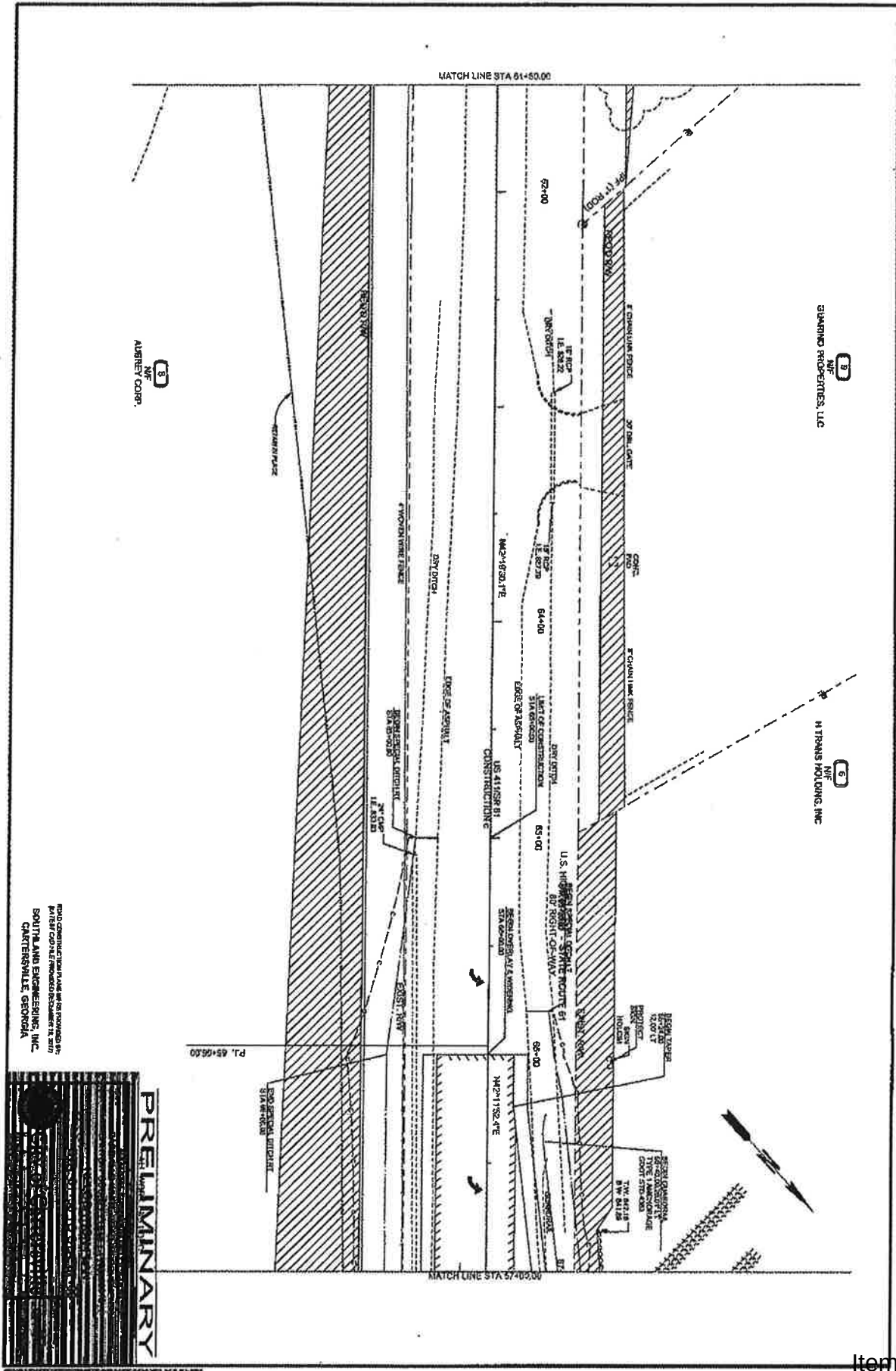
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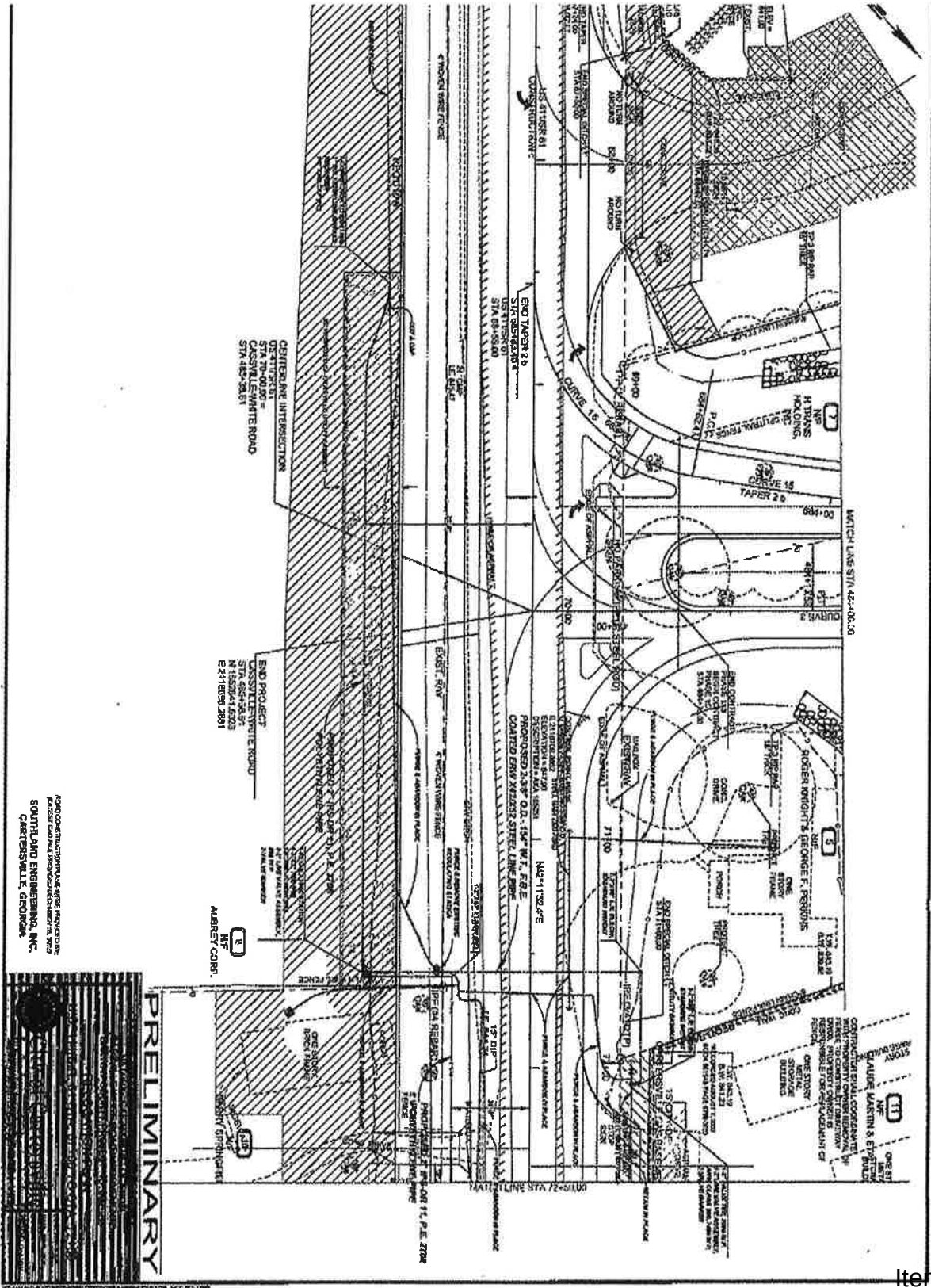


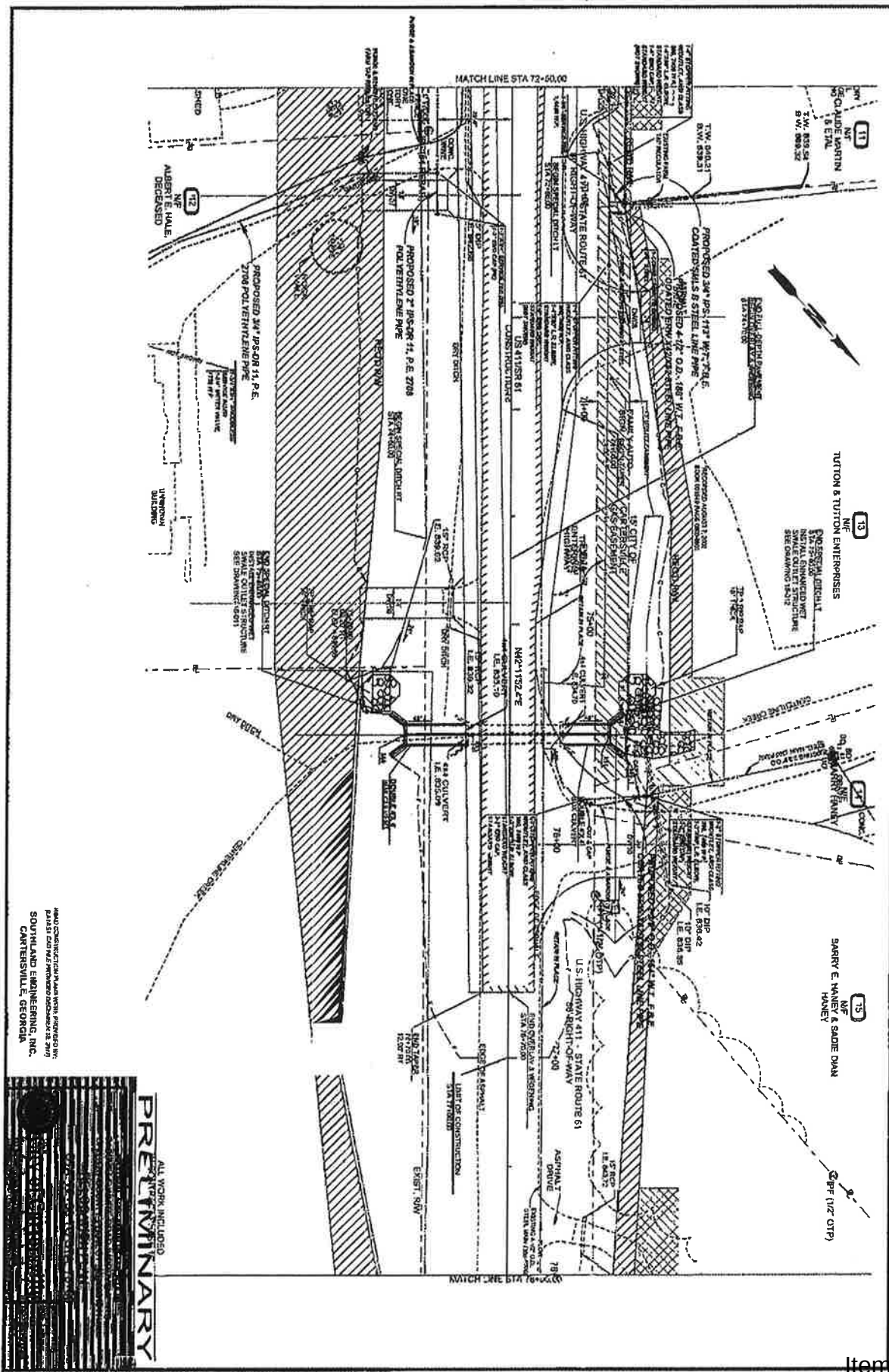


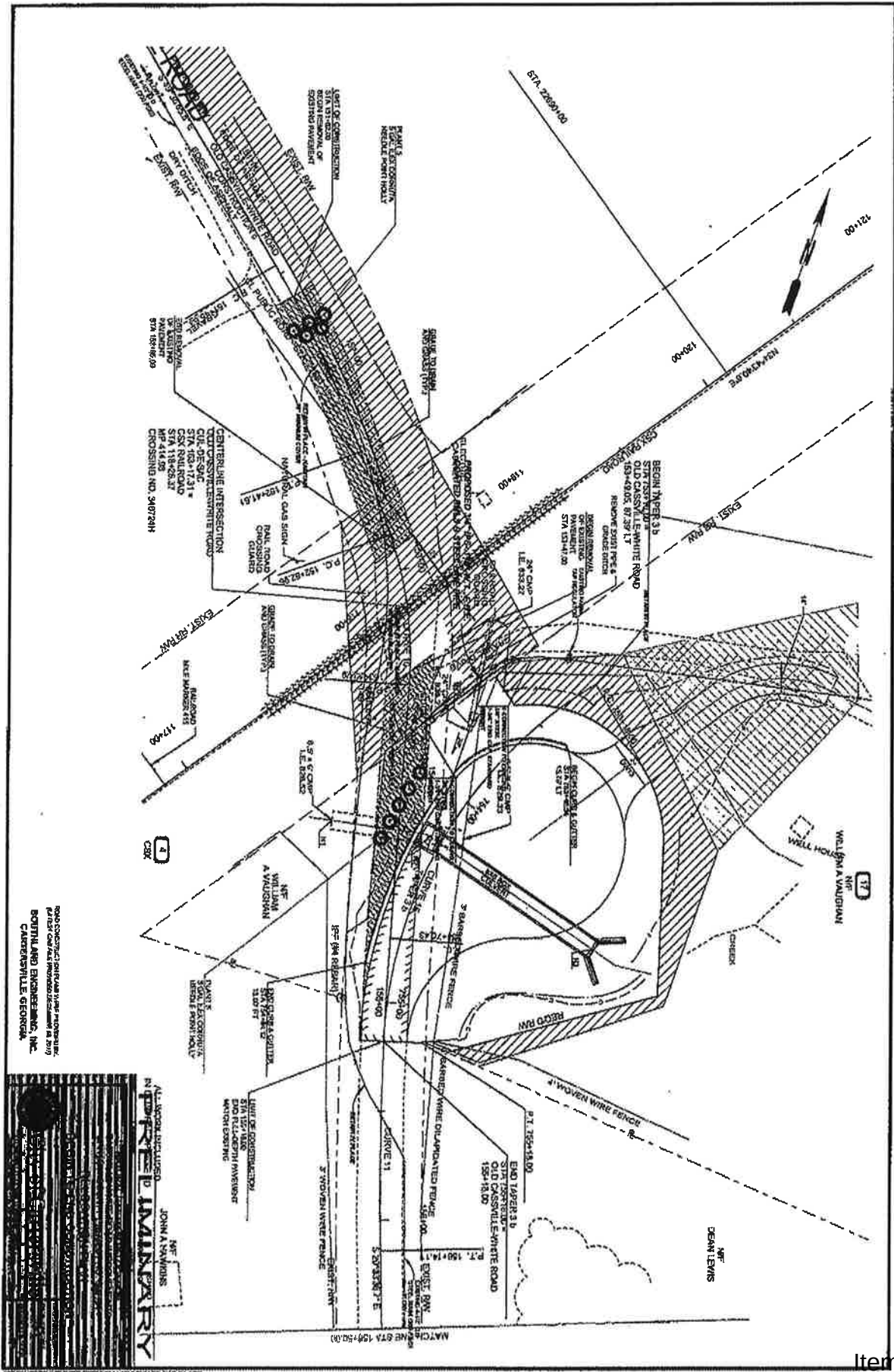
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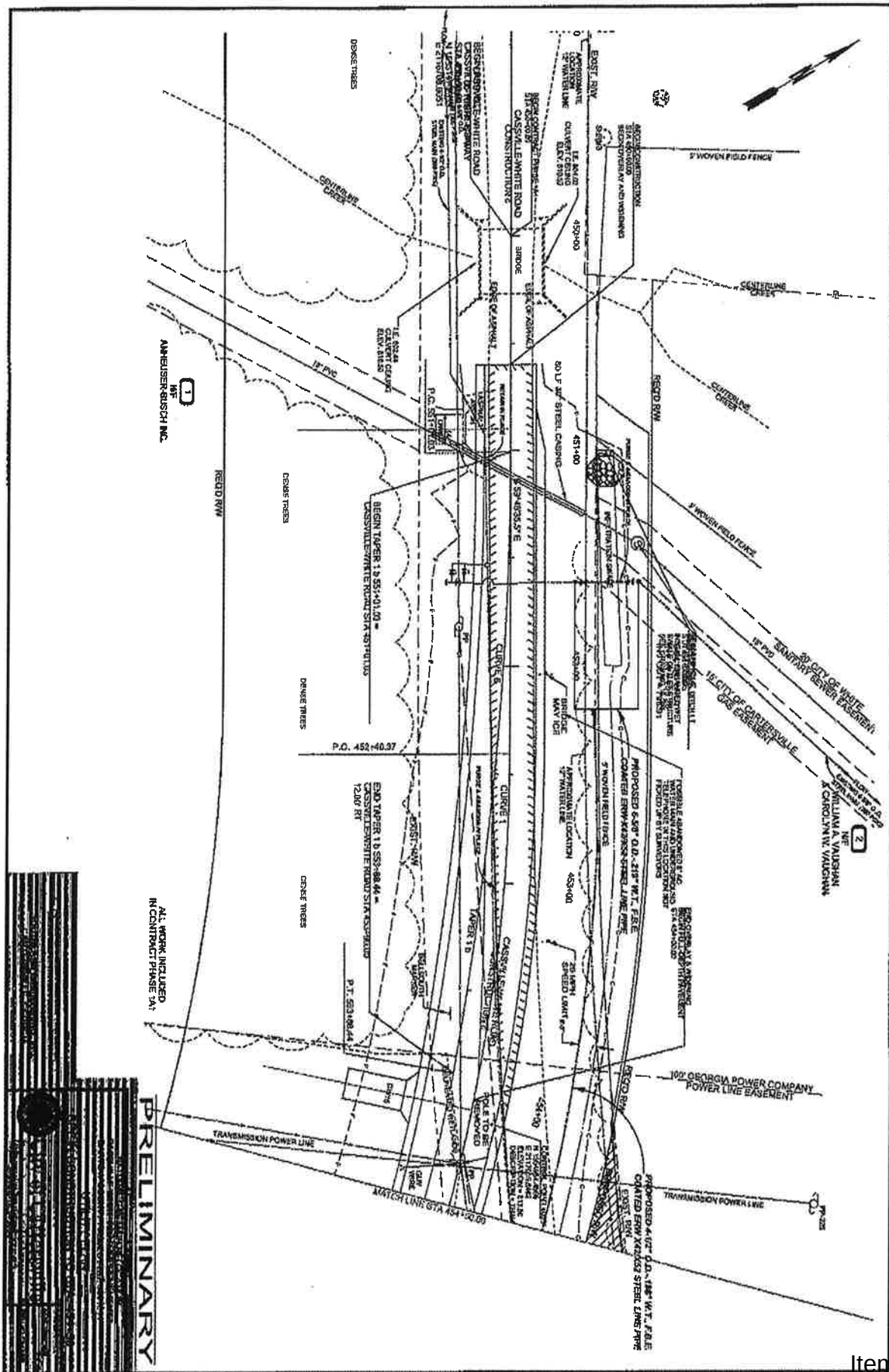




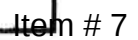


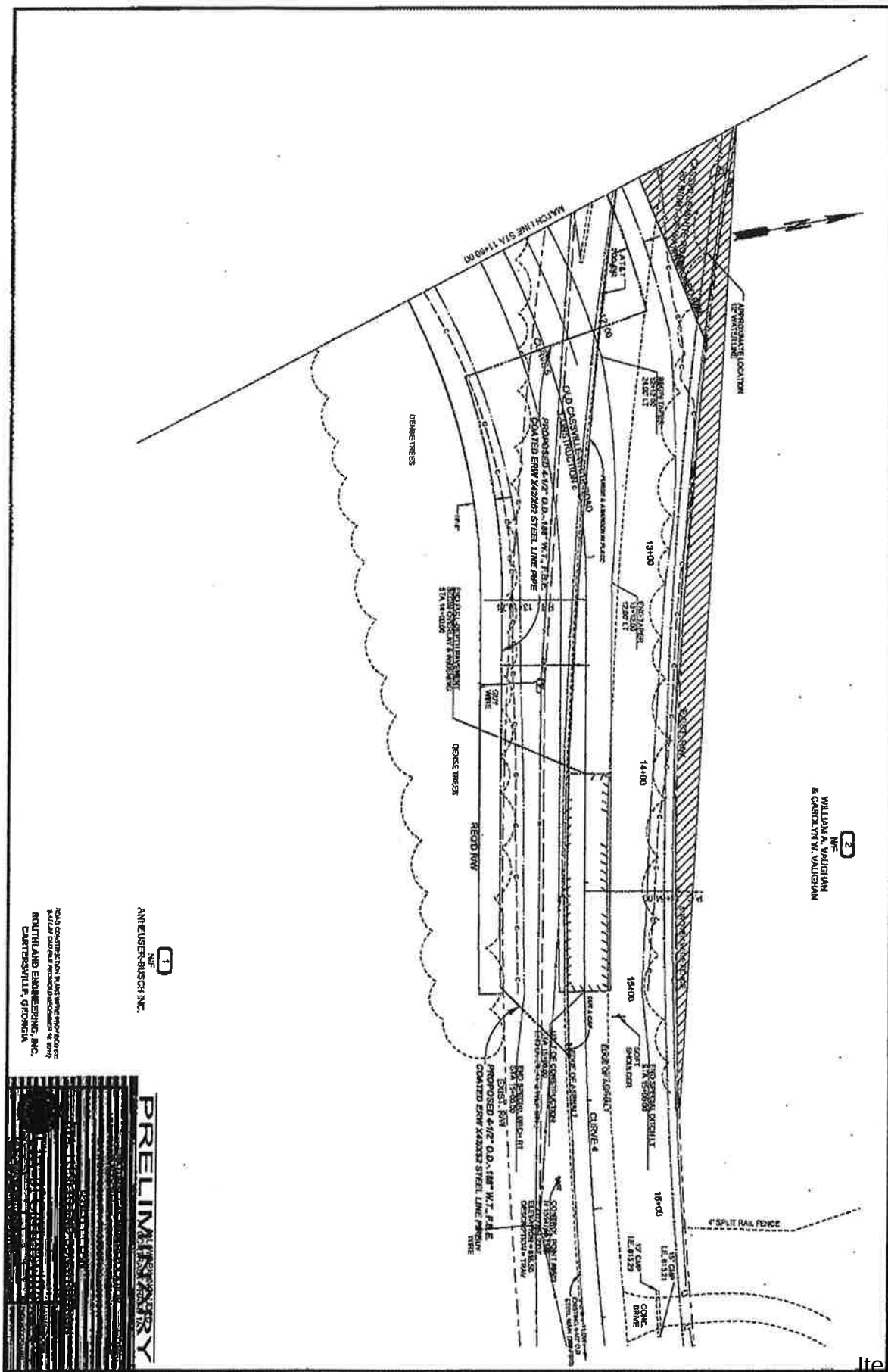
ROAD CONSTRUCTION UNIT
BOTTLENECK ENGINEERING, INC.
CHARLESTON, GEORGIA

ALL WORK INSTALLED
BY
PREP IMPAIRMENT
JOHN A. VAUGHAN
1000 S. 10TH ST.
CHARLESTON, SC 29401
TEL. 732-1111
FAX 732-1112

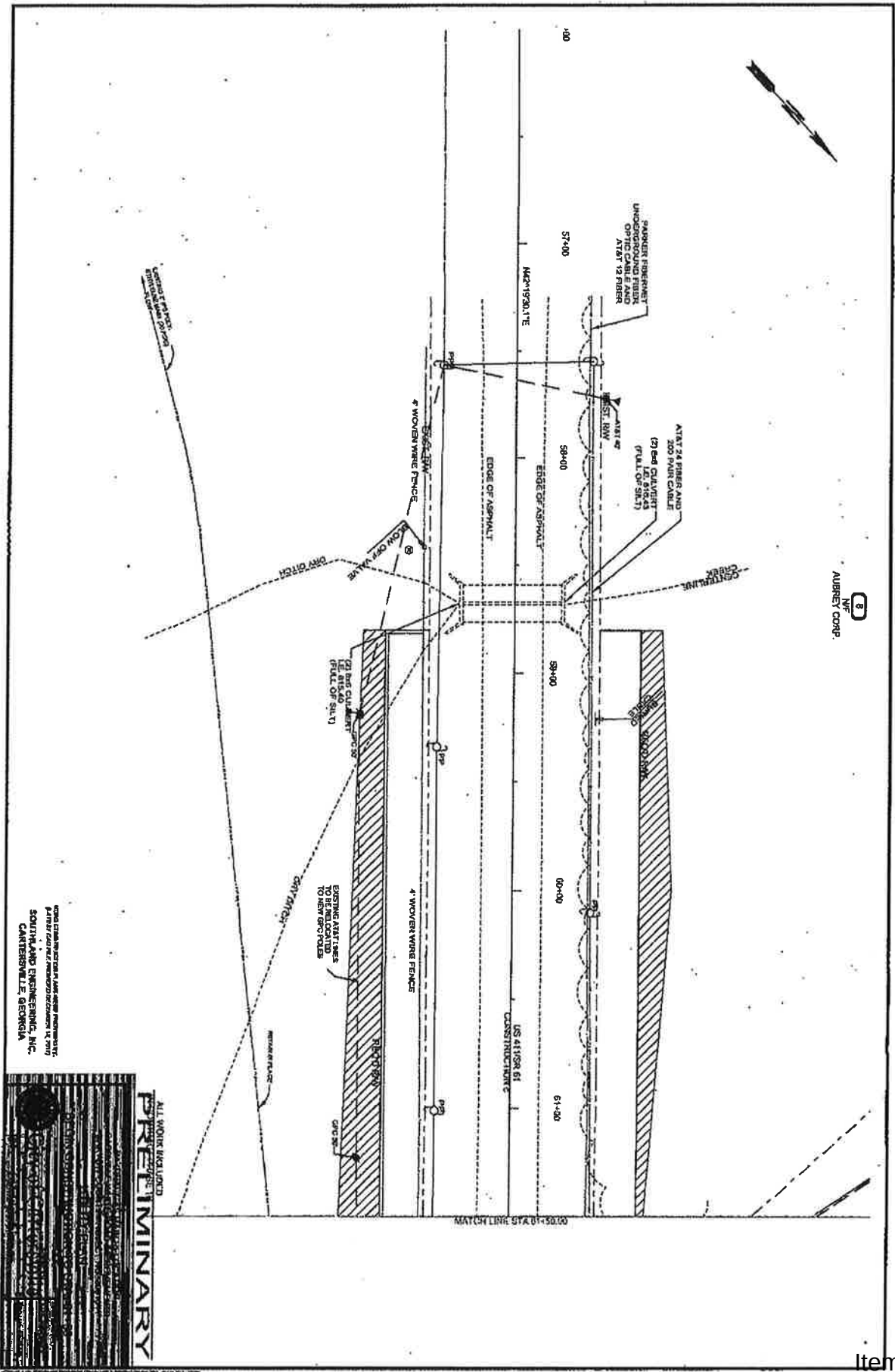


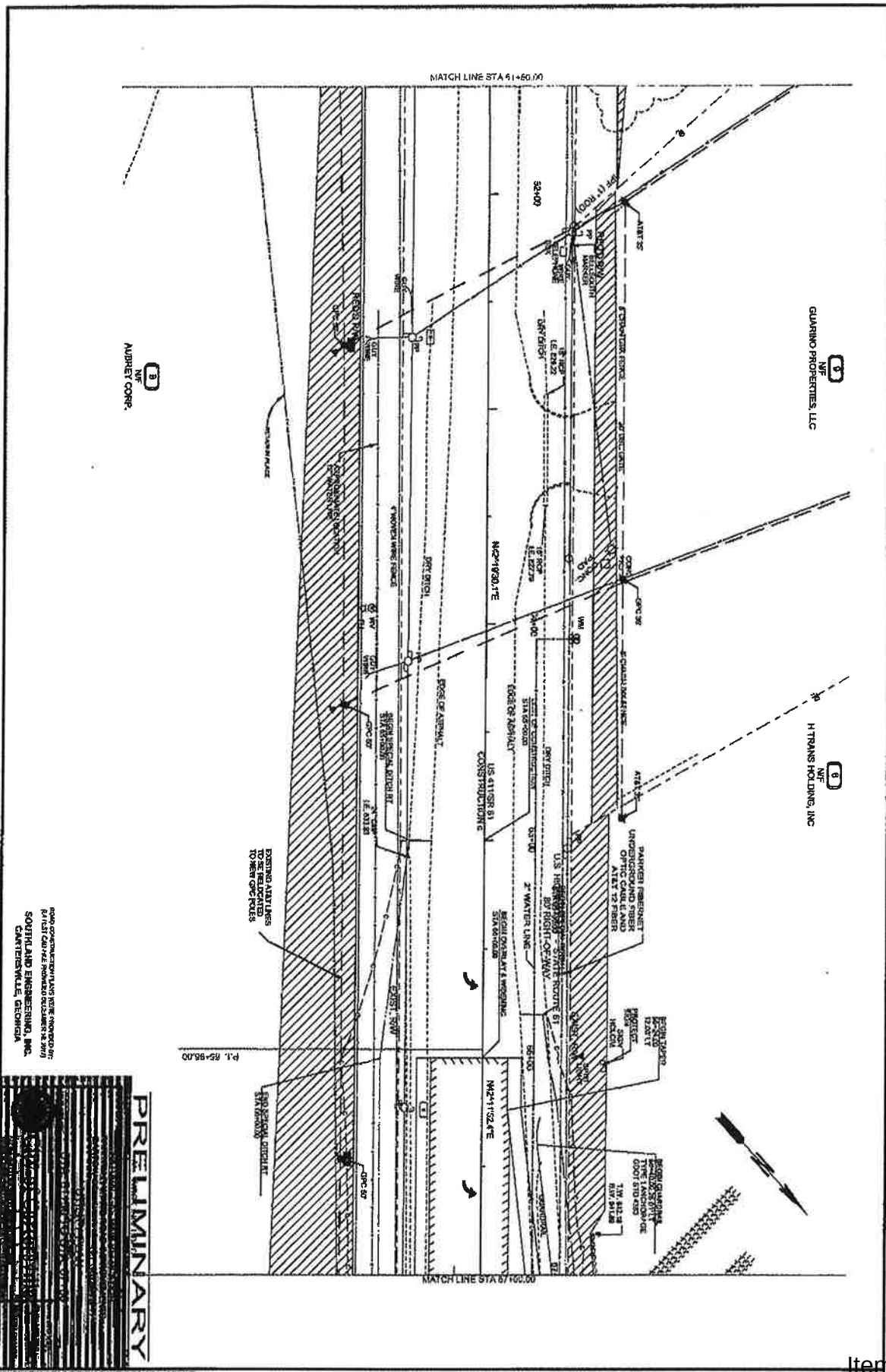
Item # 7

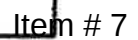


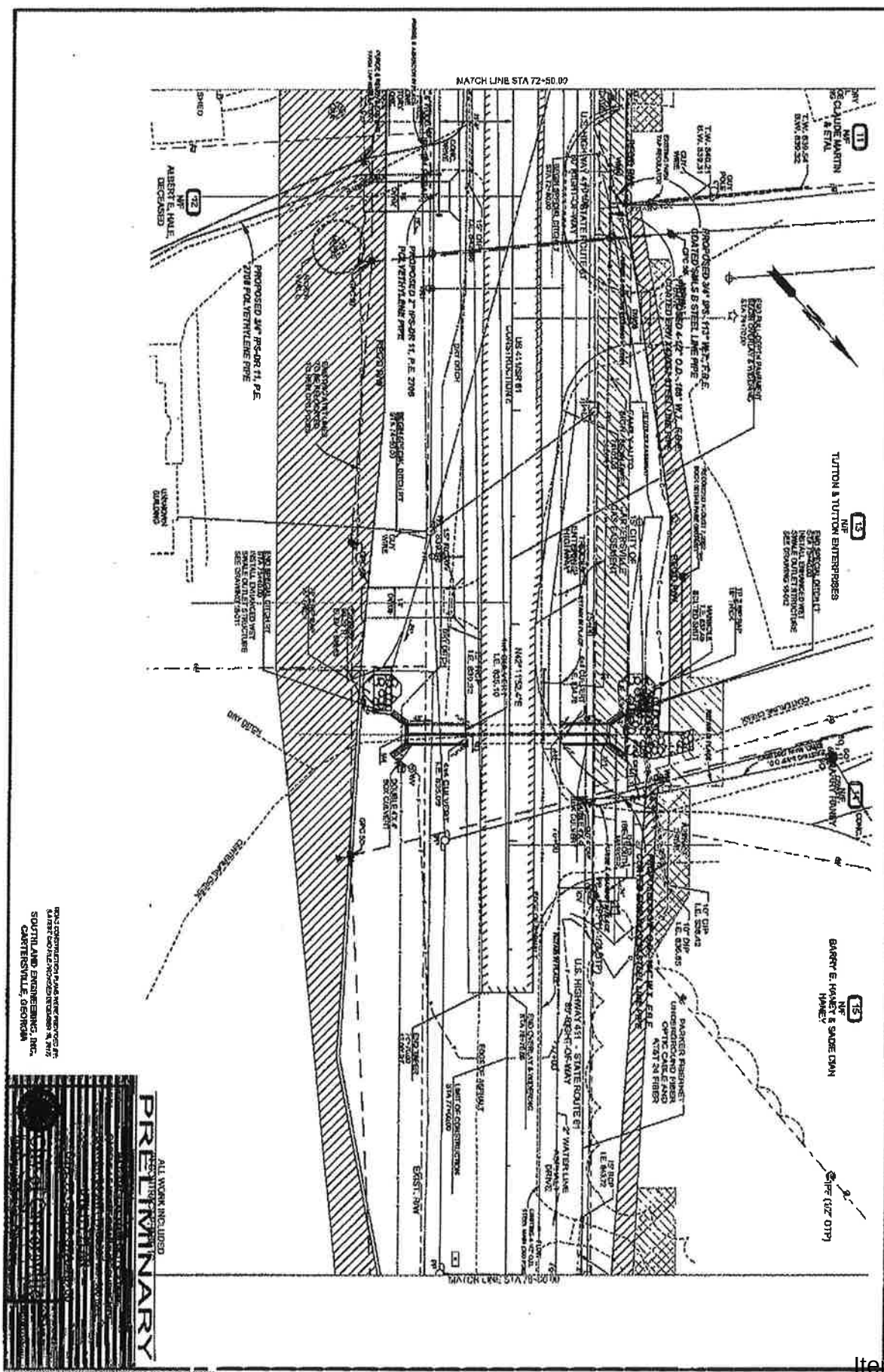


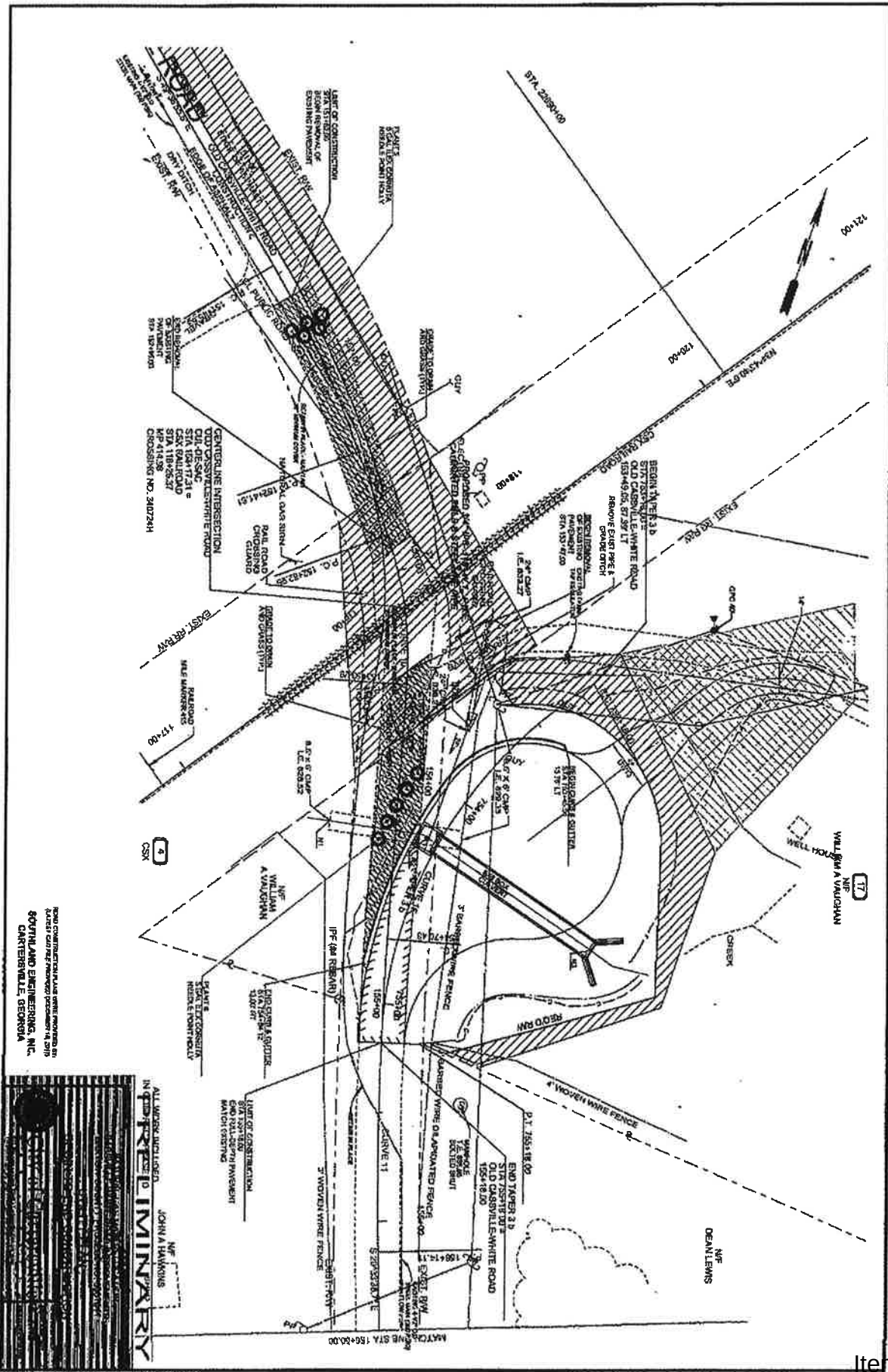
Item # 7











ROAD CONSTRUCTION AND REPAIR PROJECT
SOUTHLAND ENGINEERING, INC.
CARTERSVILLE, GEORGIA



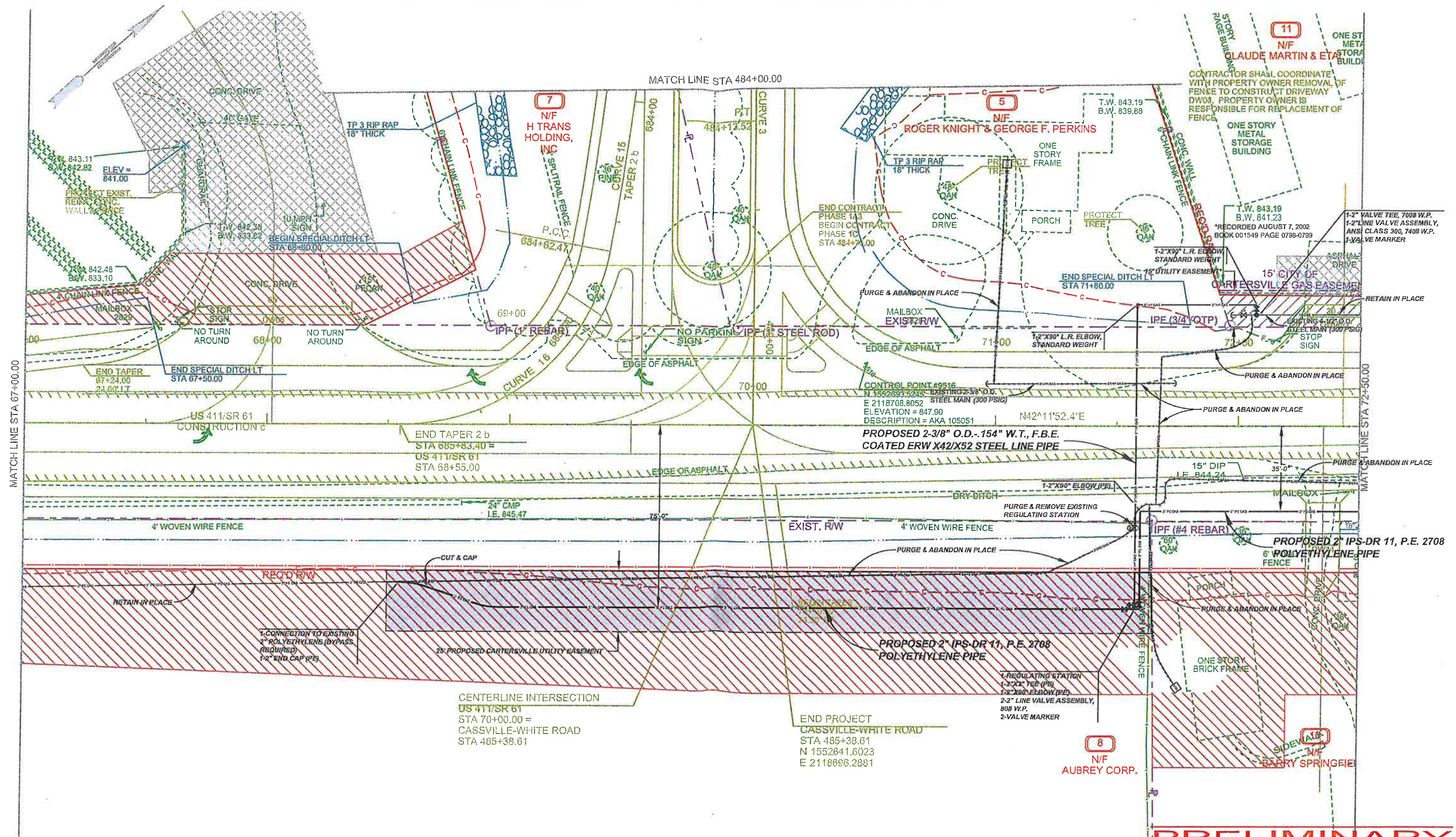
ALL WORKS AND NOTES
IN PRELIMINARY
STAGE



RELOCATION PLAN

ROAD CONSTRUCTION IS ALSO BEING COMPLETED BY

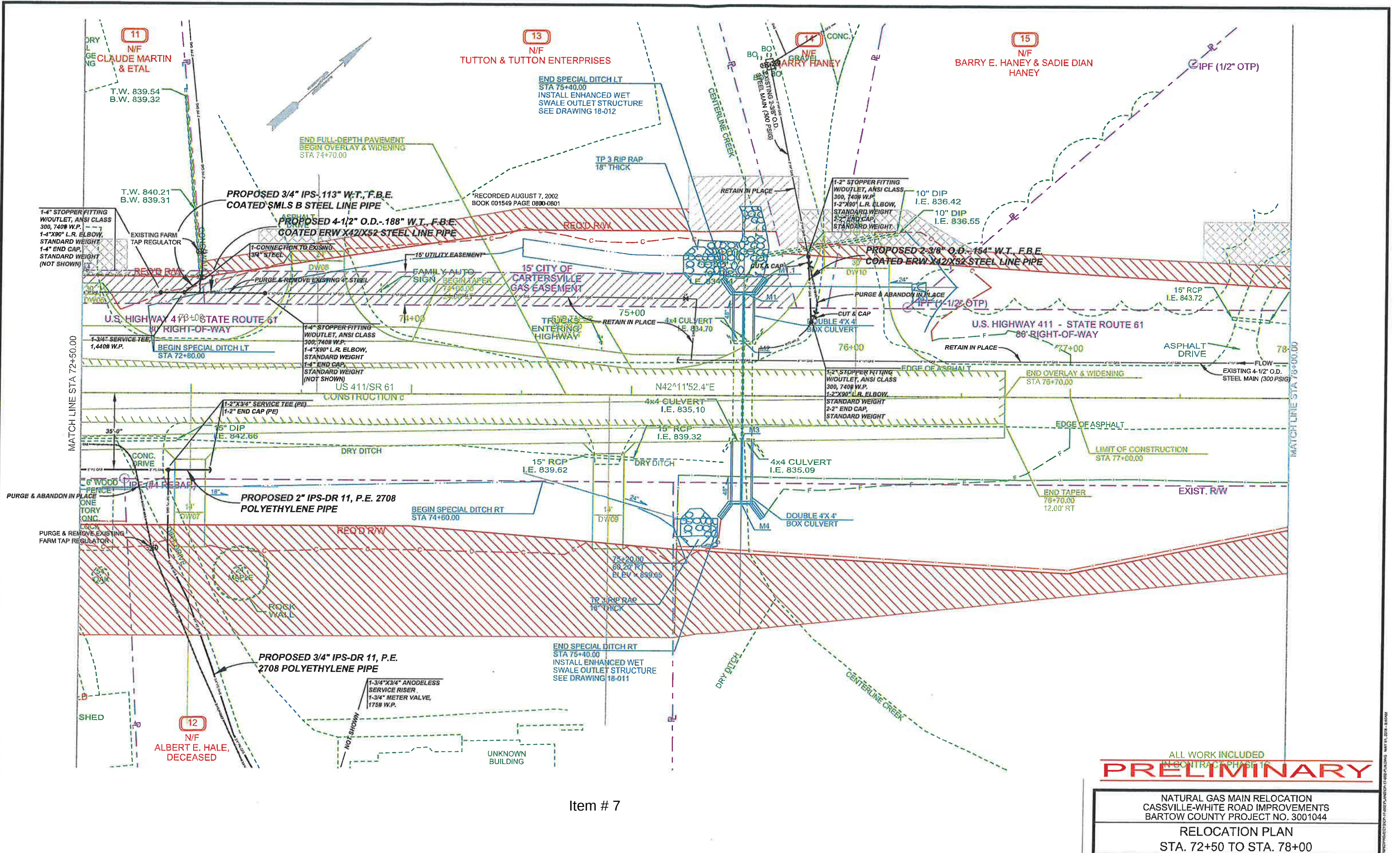
DESIGNER: B C E



PRELIMINARY

NATURAL GAS MAIN RELOCATION
 CASSVILLE-WHITE ROAD IMPROVEMENTS
 BARTOW COUNTY PROJECT NO. 3001044
 RELOCATION PLAN
 U.S. 411/S.R. 61 STA. 67+00 TO STA. 72+50

Item # 7



Item # 7

ALL WORK INCLUDED IN CONTRACT PHASE 1C

PRELIMINARY

NATURAL GAS MAIN RELOCATION
CASSVILLE-WHITE ROAD IMPROVEMENTS
BARTOW COUNTY PROJECT NO. 3001044

RELOCATION PLAN
STA. 72+50 TO STA. 78+00



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Contractor Estimate - 19 N. Erwin St

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The City Manager met with John Lewis and David Arnold with ACE Construction regarding pricing for the renovation of the old fire station. Mr. Arnold submitted a proposal with pricing for \$125 per hour with a not to exceed 50 billable hours. The consulting will include: 1) 25 hours on side conducting an analysis of the existing conditions and drafting shop drawings of existing layouts. 2) 25 hours completing shop drawings, conducting reports and gathering pricing for full renovation. 3) Site reports, budget pricing, shop drawings and recommendation to be supplied to the owner.
City Manager's Remarks:	Mr. Arnold has done projects for the County and came highly recommended by John Lewis. Mr. Lewis will also be assisting Mr. Arnold. Your approval of the proposal from ACE Construction for an estimate to repair the old fire station is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ACE CONSTRUCTION INC.

367 BIG POND ROAD
 TAYLORSVILLE, GEORGIA 30178
 PHONE (770)318-1482
 FAX (770)382-0774
 E-MAIL aceconst@bellsouth.net

PROPOSAL**Customer: City of Cartersville****Date Established: 11/15/2019****Job Location: Old City Hall Cartersville, GA**

Ace Construction Inc. will provide consulting to complete a budgetary pricing for the renovation of the Old City Hall Project at a cost of \$125.00 per hour. In providing this budget Ace Construction Inc. will not exceed 50 hours of billing or \$6,250.00.

Our consulting will include:

- 1) Approximately 25 hours on site conducting an analysis of existing conditions and drafting shop drawings of existing layouts.
- 2) Approximately 25 hours completing shop drawings, conducting reports, and gathering pricing for a full renovation.
- 3) Site reports, budget pricing, shop drawings, and recommendations will be supplied to the owner via hard copy and electronically.

TOTAL: \$6,250,00**Approval :** _____

Matthew J. Santini, Mayor of Cartersville

Witness: _____

Meredith Ulmer, City Clerk



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Douthit Ferry Road Change Order

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	The City of Cartersville has been notified that according to GDOT surveyors, Southland Engineering's survey pavement elevation is out of the required tolerance in some areas along Douthit Ferry Road. This tolerance was not met due to the repaving of the road after the topographic information was collected by Southland Engineering survey crews. Therefore, their crews will need to re-survey some of the areas where the survey is out of tolerance. The proposed scope change will result in an additional survey fee of \$4,800. In order to keep this project moving forward, Public Works recommends the Mayor be approved to sign the attached change order.
City Manager's Remarks:	According to GDOT surveyors, Southland Engineering's survey pavement elevation is out of the required tolerance in some areas along Douthit Ferry Road. It was not met due to the repaving of the road after the topographic information was collected by Southland Engineering survey crews. Therefore, their crews will need to re-survey some of the areas where the survey is out of tolerance. Your approval of the change order for \$4800 and for the Mayor to sign the change order is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



November 12, 2019
 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.

We have been notified our survey pavement elevation data is out of tolerance in some areas of Douthit Ferry Road. The tolerance that GDOT has on pavement is 0.1 feet. This tolerance did not meet due to repaving the road after the topographic information was collected. GDOT has allowed a partial resurvey of the pavement in areas that will be overlaid during the project construction. Areas of full depth replacement will not need to be resurveyed.

A. Project Change of Scope

The proposed requested change order is attached to this agreement and summarized below.

- o Resurvey pavement area of overlay where project will be overlaid with pavement during construction.

Total Fee Requested: \$4,800

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



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
UPC 2020 Annual Membership

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	We are required by state law to be a member of the UPC. This is our annual membership dues invoice in the amount of \$10,655.38. I recommend Council approval of this invoice.
City Manager's Remarks:	This a budgeted item. Your approval of the annual membership dues to UPC is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	



PO BOX 536434
ATLANTA, GA 30353-6434
770-623-4332, Option #4

Invoice

Date	Invoice #
1/1/2020	A20166

Member Code

CTV

Bill To

CITY OF CARTERSVILLE (CTV)
P.O. Box 1390
Cartersville, GA 30120

☐	Monthly
☐	Quarterly
☐	Annual

P.O. No.

Terms

Due on Receipt

Item	Description	Quantity	Rate	Amount
Annual	2020 Annual Membership Fee		10,655.38	10,655.38

Cl Gas
OCT 31 2019

Total \$10,655.38

Payments/Credits \$0.00

Balance Due \$10,655.38

If paying by check, please include your invoice number and member code to ensure payment is applied correctly.

Thank you!

Please note Georgia 811 is a 501(c)(6) organization. Contributions or gifts to us are not deductible as charitable contributions for federal income tax purposes.

Item # 10



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Transco Delivery Point Electrical Design and Installation

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	The gas system received quotes from three (3) local electricians. Complete Electrical Systems, Inc. of White, Georgia submitted the low quote in the amount of \$22,996.00. The remaining quotes were JDH Electric, LLC in the amount of \$85,000 and R&J Prime Electrical in the amount of \$36,000. The low bid from Complete Electrical Systems, Inc. is attached. We recommend the approval of the low bid of \$22,996.00.
City Manager's Remarks:	This is for the Transco delivery point electrical design and installation. The low bid was from Complete Electrical Systems, Inc. for \$22,996. Your approval of the bid from Complete Electrical Systems, Inc. is recommended.
Financial/Budget Certification:	This is a budgeted item
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill, Gas System Director *via email*

cc: Michael Dickson, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

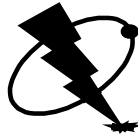
Date: November 4, 2019

RE: Electrical Design/Build
 Natural Gas System Expansion
 Williams/Transco Dalton Expansion Delivery Point
 Cartersville Project No. CP-16-001

As you know, a portion of the above referenced project requires the City of Cartersville to provide electrical service to that portion of the delivery point owned and operated by Williams/Transco as well as electrical service to the City's facilities within the delivery point. As you further know, we requested a quotation for the electrical design and build for this project from three (3) local electricians. Of the three (3) proposals received, Complete Electrical Systems, Inc. of White, Georgia submitted the low quotation in the amount of \$22,996.00. The remaining quotations were JDH Electric, LLC of Cartersville, Georgia in the amount of \$85,000 and R&J Prime Electrical of Acworth, Georgia in the amount of \$36,000.00. Attached is a copy of the low bid.

As you know, the electrical design and build is part of the overall budget for this project. As you further know, Complete Electrical Systems, Inc. has satisfactorily completed several electrical projects for the City in the past including the recent wiring of the new Gas System Facility's generators and is fully capable of satisfactorily completing the electrical design and build for this project. As you further know, Williams/Transco has reviewed and approved the design provided by Complete Electrical Systems, Inc., therefore, I recommend the City award this quotation to Complete Electrical Systems, Inc. of White, Georgia in the amount of \$22,996.00.

In accordance with O.C.G.A. §50-36-1 and O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, copies of the EVerify and ESave documentation for Complete Electrical Systems, Inc. of White, Georgia were received and are currently on file at the Gas System offices. Additionally, copies of the Professional Licensing and Certificate of Insurance for Complete Electrical Systems, Inc. of White, Georgia were received and are currently on file at the Gas System offices.



Complete Electrical Systems, Inc.

770 Brooke Rd.
White, GA 30184
Phone 770-607-5021
Fax 678-550-4413

10/15/19

Brian Friery
City of Cartersville Gas Department

Re: Williams/Transco Delivery Point

Mr. Friery,

We are pleased to quote you a price of \$22,996.00 for the electrical work for the Williams/Transco Delivery Point project. This price includes:

- 1) (1) 60 amp/480 volt/3 phase service from utility transformer to the existing main on the heater unit.
- 2) Install CT meter for 480 volt service adjacent to transformer per Georgia Power spec.
- 3) Grounding for the heater skid and bond to the existing grounding for the fence around it.
- 4) (1) 200 amp/120-240 volt/single-phase panel with meter inside future fenced area for transfer point equipment.
- 5) (1) 200 amp/120-240 volt/single-phase service from utility transformer to the new panel/meter.
- 6) Grounding for the service and bond to adjacent heater skid grounding as well as leaving provisions for future grounding mat
- 7) (1) wood pole with 20' above finished grade for panel/meter and lighting.
- 8) (2) 400 watt equivalent Led flood lights installed on the new pole and controlled by a switch mounted on the pole.
- 9) (1) GFCI 20 amp receptacle mounted on the pole.
- 10) (2) 1" stub-outs of the bottom of the new panel with seal-offs installed on each.
- 11) (1) 100 amp/120-240/single-phase feeder in 2" conduit from new panel to Williams/Transco stub-out including termination of wiring in existing Transco panel.
- 12) (2) 20 amp breakers for future odorizer and telemetry circuits.
- 13) All conduit to be galvanized rigid except CT conduit per Georgia Power spec.
- 14) All conduits shall have seal-offs installed before entering below grade.

We appreciate this opportunity and look forward to working with you on this project.

Thank you,

Phillip L. Bryson



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Talon Control Software

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	The Gas System's Transco Delivery point requires a specific software to control gas flowing into the system. This software can monitor the current system pressures and dispatch notifications by e-mail or text to alert Gas System employees of abnormal pressure readings. This software is available from a sole source provider, Equipment Controls Company at a cost of \$6,675.00.
City Manager's Remarks:	This is a budgeted item. This software will assist the gas department in monitoring the current system pressures and dispatch notification by email or text to alert employees of abnormal pressure readings. This is available from a sole source provider. Your approval is recommended.
Financial/Budget Certification:	This as a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill

From: Jacob O'Bryant

Date: November 11, 2019

Re: Talon Control Software

Please find attached a quote for Talon Software. This software will allow us the ability to control the gas flow and volume at our new Transco Station remotely from the gas office. This is very important so that we avoid penalties for receiving excess gas from the Transco pipeline. In addition, it will allow us to monitor our system pressure and send text/email notifications to appropriate personnel in the instance of an emergency.

I recommend we purchase this software through Equipment Controls Company at the cost of \$6,675.00. Equipment Controls is a sole source provider in the SE. for this software. Our IT Department has been involved in the planning for use.


**EAGLE RESEARCH
CORPORATION**

 1076 State Route 34 | Hurricane, WV 25526
 1.877.757.6565 | www.eagleresearchcorp.com

Quotation

RBL19373-ECCO-Cartersville-SCE

Ref: _____

P.O Number: _____

Lead Time: _____

Shipment Insurance Waiver: _____

Customer - Ship to Address

 Name ECCO - City of Cartersville
 Address _____
 City _____ State _____ ZIP _____
 Phone _____ Fax _____
 Attn: Jeff Swart

 Date 11/11/2019
 ERC Contact Richie Lovell
 FOB Hurricane, WV
 Ship Via _____

Item	Qty	Description	Unit Price	TOTAL
1	1	Talon Single Computer Edition (Non-Server Install) (Base Product License) - SCADA and Field Data Management & Storage - (4) Active Serial Comm Ports (Max 32) - (2) Active TCP/IP Ports (Max 32) - Device Scaling 150 Devices Base Level (Max 300 Devices) - Auto-Answer / Auto Poll Scheduling - Talon P-Graphics for Top Level Maps, Charts or System Diagrams - System Management Tools ie. Passwords, Security Access - Station Folder Sorting and Grouping - Includes Circular Chart Capability - XARTU Process Configuration & Programming - Edit Form Text and Graphics Editor - Report Writer & Generator - Multi Pen Historical Quick Trending - Alarm Viewer - Field Device Tool & Wizards - Data Import Utility	\$5,100.00	\$5,100.00
2	1	Alert Server - Text Messaging, E-Mail - Touch Tone Interactive User Call-In for Polling and Current Points / Active Alarm Status - Security Code Access for Multiple Users and Group Assignment Annual Fee of 18.00% of License Fees + Custom Apps	\$1,575.00 \$1,201.50	\$1,575.00 \$1,201.50
	1	Shipping, Handling, Insurance Charges - TBD		
Total				\$6,675.00

CONFIDENTIAL - The data provided herein is proprietary material of Eagle Research Corporation. It is furnished solely for the purposes of evaluating this proposal for contract funding. Any reproduction, use, dissemination, or other disclosure of this material for any other purpose is expressly prohibited.

TERMS:
Price: Price shown is USD and does not include any applicable taxes/duties.

Insurance Waiver: Customer reserves the right to decline freight insurance by returning quote so marked or by email decline

Late Fees: Past Due invoices are subjected to late charges at the rate of 1.5% per month (Annual 18%).

Warranty: 4 Year Parts on all Eagle Research Corporation Manufactured Goods

Quote Validity: 30 Days - NOT VALID WITHOUT TERMS AND CONDITIONS

Quote Revision ERC031518



EAGLE RESEARCH CORPORATION TERMS AND CONDITION
Revision ERC031518

1. Any additional professional services or hardware/software required as a result of changed, unclear, or additional specifications will be invoiced at standard ERC rates.
2. Any additional professional services or hardware/software required during installation, training, or commissioning because of reasons beyond the control of ERC, i.e. grounding problems, field signal incompatibility, or improper installation will be invoiced at standard ERC rates.
3. Invoicing for all hardware/software, professional services, and/or freight charges will be NET 30 Days from actual shipment for Orders delivered to U.S. Stateside Addresses Only. Orders shipped internationally require either an Irrevocable Letter of Credit on a U.S. Bank, or a Wire Transfer received on Date of Shipment from Eagle Research's Manufacturing facility in Hurricane, West Virginia, USA. Past Due invoices are subjected to late charges at the rate of 1.5% per month (Annual 18%).
4. Orders that are asked to be expedited are subjected to a 5% Expedite Fee upon approval of order.
5. Eagle Research Corporation shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control, including, but not limited to, acts of nature, acts of government, labor disputes, and delays in delivery or inability to deliver on the part of Eagle Research Corporation's suppliers.
6. Eagle Research Corporation in no event shall be liable for any loss of business or other incidental or consequential damages resulting from the use of the products or software quoted herein.
7. All travel expenses such as food, hotel, and airfares will be invoiced at actual cost unless otherwise stated. Detailed receipts will accompany any and all invoices for expenses when required by customer.
8. Unless other arrangements are agreed upon, an irrevocable and confirmed Letter of Credit or Wire Transfer covering all vendors supplied hardware/software and professional services will be required prior to order acceptance for international business ventures.
9. All quoted prices will remain firm for the specified periods unless unforeseen extraordinary events beyond our control arise and requires cost adjustment. In this event Eagle will advise purchasing 30 days prior to any such change and will provide appropriate documentation to justify this decision. Such examples would be US Tariffs on imported goods, catastrophic events, or cost changes due to allocations of materials that become in short supply by a certain industry or other similar events
10. Currency: U.S. Dollars
11. Prices do not include applicable country taxes, duties or customs fees (including services provided in applicable country).
12. Customer agrees to comply with all applicable United States export restriction laws and regulations concerning export and re-export of products, technology and documentation, including without limitation, the laws and regulation administered by the United States Department of Commerce and the United States Department of State.
13. Any product(s) that need to be returned need to comply with the following: 1) Products must be in unused or new condition, 2) ERC must be notified within 15 business days of receipt of product, 3) ERC will only receive standard products for return (job specific materials may not be returned), 4) Returned materials are subject to an 18% restocking fee, 5) ERC has final approval on any returned materials.
14. Any product(s) returned shall be subject to restocking and recondition charges. Customer shall obtain prior authorization before returning the product. Authorized returned shall be shipped to Eagle Research Corporation's, Hurricane, West Virginia, U.S.A facility delivered duty paid Hurricane, West Virginia (for international sales) or F.O.B Hurricane, West Virginia (for domestic sales). To receive "Return Material Authorization" (RMA) number, please call 1-304-757-6565.
15. Warranty of supplied Non-Manufactured goods are subject VAR warranty terms. No other warranties are expressed or implied.
16. Domestic orders are shipped F.O.B Hurricane, West Virginia unless specified, and international orders are shipped Ex Works Hurricane, West Virginia, U.S.A. All shipping terms shall have meaning set forth in the Uniform Commercial Code (UCC) for domestic sales or in INCOTERMS 2010, as published by International Chamber of Commerce, Paris, France for international sales. Eagle Research Corporation will quote prices for insurance and/or freight upon request.
17. Eagle Research Corp has a standard policy of including Carrier Insurance on all shipments. This insurance can now be declined beginning on March 1, 2018 provided one of the following conditions has been met; the purchase order provided to ERC states clearly that Carrier insurance has been declined, an email declining Carrier insurance that references Quote/Purchase Order number has been sent to orders@eagleresearchcorp.com, or an email is sent to orders@eagleresearchcorp.com stating to globally decline Carrier Insurance for all future shipments. Carrier Insurance protects the receiving party from financial liability should a shipment be damaged or lost by the carrier, if Carrier Insurance is declined then the receiving party assumes all liabilities for lost, delayed, or damaged shipments.
18. Any claim by Customer for product shortages and/or defective products are waived by Customer unless Customer provide notice to Seller within 10 days after Customer's receipt of shipment.
19. Both parties agree not to solicit, hire or cause to be solicited or hired as an employee or contract the services of the other parties' employees during the term of this agreement and for a period of two years after this agreement is terminated.
20. This Agreement and any sales thereunder, unless otherwise specified, shall governed by laws of the State of West Virginia, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer agrees to comply with all United States laws concerning export or re-export of products, related technology and documentations.



EAGLE RESEARCH CORPORATION®

1076 State Route 34 | Hurricane, WV 25526

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Field to Front Office Solutions™



City of Cartersville

City Council Meeting

11/21/2019 7:00:00 PM

WPCP – NPDES Permit Requirement – Watershed Protection Plan Implementation

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The City received a new National Pollution Discharge Elimination System (NPDES) permit which allows discharge of treated sewage into the Etowah River. One of the many conditions/requirements of the permit is the development, approval and implementation of a Watershed Protection Plan (WPP). This plan monitors water quality in the watershed of the receiving stream in an effort to maintain or improve water quality over time. The WPP is similar in nature to required monitoring plans for stormwater compliance. Stormwater manages the Impaired Waters Plan (IWP) which requires similar stream monitoring. Rindt McDuff and Associates (RMA) developed the IWP and is currently assisting Public Works in implementing that plan. RMA was selected to develop the WPP based on their work with the IWP and the ability to share data across the two plans. RMA has developed the attached task order for implementation of both the WPP and IWP. The scope includes all monitoring, analysis and data reporting for both the WPP and IWP. Additionally, the scope includes required annual reporting for the WPP. RMA has proposed a cost of \$59,500 for the first year of monitoring. This is a budgeted item. I recommend approval of this item.
City Manager's Remarks:	The new permit requires the City to implement a Watershed Protection Plan as well as an Impaired Waters Plan. The WPP monitors water quality in the watershed of the receiving stream in an effort to maintain or improve water quality over time. The IWP is required for monitoring plans for stormwater compliance. Rindt McDuff and Associates (RMA) developed the IWP and are currently assisting Public Works in implementing that plan. RMA has developed a task order for implementation of the WPP and the IWP. The proposed cost is \$59,500 for the first year of monitoring. Your approval is recommended.
Financial/Budget Certification:	All expenses related to the WPP will pass through account number 505.3330.52.2363 Watershed Protection Plan Implementation. Item # 11

Legal:
Associated Information:



**TASK WORK ORDER
TO
GENERAL ENGINEERING SERVICES AGREEMENT
WITH RINDT-McDUFF ASSOCIATES, INC.**

Long Term Monitoring of Watershed Assessment Area

This Work Order is made and entered into this _____ day of _____, 2019 by and between RINDT-McDUFF ASSOCIATES, INC. (the "Engineer") and the City of Cartersville, Georgia (the "CLIENT").

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

BACKGROUND

Rindt-McDuff Associates, Inc. (RMA) sincerely appreciates the opportunity to submit this Task Work Order to the Cartersville Water Department. The services we are proposing herein would be to provide the annual services for the City's Watershed protection Plan. The proposal is for RMA to perform required monitoring and reporting activities to meet annual requirements to maintain permit compliance. Specific activities include: planning and conduct long-term water quality monitoring, habitat and benthic macroinvertebrate assessment and preparation of the Watershed Protection Plan (WPP) Annual Progress Reports due to Georgia Environmental Protection Division (GA EPD) by June 30th of each year.

SCOPE OF WORK

The scope of services will include all services necessary for the development of the WPP. In order to achieve the above, Rindt-McDuff's proposed scope of services for the work as it relates to revision of the WPP is outlined as follows:

- 1. Water Quality Assessments (WQ):** 8 monitoring sites, 3 dry weather sampling events, 1 wet weather sampling event, and 2 geometric mean sampling events for fecal coliform. All samples to be collected per the terms of the WPP.
- 2. Habitat and Biological Assessments (Fish and Macroinvertebrates) (BIO):** 4 monitoring sites. The assessments are to be completed in alternating years, 2 each, during the 5 years of the permit term, i.e. 2 fish assessments and 2 macroinvertebrate assessments within 5 years. The water quality data gathered during the assessments may also serve as a Long-Term monitoring event.

3. **Impaired Waters Plan Assessments:** 5 monitoring sites, with 4 out of the 5 sites covered by the WQ sites in #1 above. 1 out of the 5 sites will be sampled for 2 geometric mean sampling events for fecal coliform and is not covered by the WQ sites in #1 above.
4. **Annual Report:** Submitted to EPD each June 30th including an annual certification statement documenting that the plan is being implemented as approved; all watershed plan data collected during the previous year in an electronic format developed in coordination with EPD; a progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements, including any necessary changes to the WPP.

The table below shows the sampling required in further detail:

COMPENSATION & INVOICING

RMA proposes to complete the work described above on a time and expense basis. Based on the above scope of work and assumptions, RMA estimates the cost of the proposed services will be approximately **\$59,500.00**. Cost itemizations are shown below:

Task	Cost Estimate
<i>Annual Tasks (Fees shown per year)</i>	
1 – Long-Term Monitoring	\$35,000.00
2 – Habitat Assessments: Fish & Macroinvertebrates (alternating 2 each/5 years - \$64,000 total per 5 year period)	\$16,000.00
3 – Annual Report	\$8,500.00
Annual Tasks Total	\$59,500.00

Invoicing will occur monthly, and will contain a description of services provided.

EXCLUSIONS

If the City chooses to self-perform some of the monitoring for example, if the City chooses to conduct the lab testing using the City's available lab, then the costs of the work will be adjusted accordingly.

The above cost is for work performed during years that have the assessments included. On the year that no assessments are required, the costs of the work will be adjusted accordingly.

Rindt-McDuff can provide many other services that may be beneficial to you; essentially all of the excluded services. Please contact us if you have any questions or needs that we have not anticipated.

The following tasks are excluded from the scope of work for this contract:

- Project funding assistance
- BMP implementation, coordination, and/or measurement
- Public meetings
- Modifications due to new/changed regulations after the date of this proposal
- Surveyor services, inventory mapping, outfall mapping, etc.

SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

- A. Draft Report Submittal –March 30, 2020
- B. Final Report Submittal – April 30, 2020

ACCEPTANCE

Thank you for your review of this Task Work Order proposal. We welcome the opportunity to discuss this project further with the City of Cartersville. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.



Roger Cox, PE
Department Manager - Civil/Site Engineering

LONG TERM MONITORING OF WATERSHED ASSESSMENT AREA TASK ORDER ACCEPTED:

City of Cartersville

WITNESS:

Signature

Matthew J. Santini

Print Name

Mayor – City of Cartersville

Title

Date

Signature

Meredith Ulmer

Print Name

City Clerk

Title

Date

Item # 13



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Cogsdale Maintenance Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The annual software maintenance invoice from Cogsdale has been received. The invoice is \$86,169.92 and represents an increase of about 10.0% from last year's invoice. The increase, like last year, will cover the increasing cost that Cogsdale has to pass on to its customers for providing support service and on-going product improvements. I was assured by Cogsdale that all of their clients have had an increase of 10.0% along with Cogsdale's assurance that they are striving to constantly improve the level of support service they provide to their existing customers. This is a budgeted item and I recommend your approval of the Cogsdale invoice for payment in the amount of \$86,169.92.
City Manager's Remarks:	This is the annual software maintenance from Cogsdale. Cogsdale is our billing software. This is a budgeted item. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Invoice
Date
Page

MN0003545
10/31/2019
1 of 1

Please remit to:
62133 Collections Center Drive
Chicago, IL 60693-0621
USA

Bill To
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Ship To
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Purchase order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms
	CART01		LOCAL DELIVERY	MN JAN

Item # 14

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	PROP-WM	CART100 4 Digit CC (QUO-2841): 1/1/2020 to 12/31/2020	US\$525.94	US\$525.94
1.00	PROP-CSM	CART101 CSM: 1/1/2020 to 12/31/2020	US\$35,538.15	US\$35,538.15
1.00	PROP-CUSTWB	CART102 Customer Web: 1/1/2020 to 12/31/2020	US\$8,076.92	US\$8,076.92
1.00	PROP-WM	CART103 Electric Rate Change (QUO-2992): 1/1/2020 to 12/31/2020	US\$2,732.93	US\$2,732.93
1.00	PROP-CSM	CART104 CSM (500) Locations (QUO-5502): 1/1/2020 to 12/31/2020	US\$660.92	US\$660.92
1.00	TPM-GP-CIS	CART105 Microsoft Dynamics GP Software: 1/1/2020 to 12/31/2020	US\$36,103.98	US\$36,103.98
1.00	TPM-GREENS	CART106 Greenshades: 1/1/2020 to 12/31/2020	US\$515.45	US\$515.45
1.00	PROP-CSM	CART107 CSM (1500) Locations (QUO - 5901): 2/21/2020 to 12/31/2020	US\$2,015.63	US\$2,015.63
			Subtotal	US\$86,169.92
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$86,169.92

Invoice Questions? Please call Karine Pagotte at 613-226-5511 ext. 2535 OR e-mail
KPagotte@harriscomputer.com



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
Fiscal Year 2018-19 Budget Amendment

SubCategory:	First Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	After Completion of the Fiscal Year 2018-19 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
City Manager's Remarks:	These adjustments reflect the changes needed to bring the FY 18-19 budget back into balance. The adjustments were made to the General Fund, Special Revenue Funds and the SPLOST Funds to bring us into compliance with the GAAP standards. Your approval of the budget amendment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that
pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year
2018 – 2019 budget.

2018 - 2019 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$25,859,450	
Expenditures:		
Legislative		\$ 1,400,470
Administration		\$ 1,132,185
Finance Dept.		\$ 1,313,145
Customer Service Dept.		\$ 777,005
Police		\$ 5,891,870
Fire		\$ 7,629,145
Municipal Court		\$ 267,615
Public Works		\$ 2,519,350
Recreation		\$ 3,451,850
Planning & Development		\$ 1,235,805
Downtown Development Authority		\$ 241,010
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,714,300	\$ 1,714,300
SPLOST – 2003	\$ 39,795	\$ 39,795
SPLOST – 2014	\$ 3,295,380	\$ 3,295,380
DEA	\$ 357,330	\$ 357,330
State Forfeiture	\$ 22,365	\$ 22,365
Hotel/Motel Tax	\$ 957,080	\$ 957,080
Motor Vehicle Rental Tax	\$ 77,670	\$ 77,670
Grant Funds	\$ 181,780	\$ 181,780
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 31,390	\$ 31,390
Development Fees	\$ 10,960	\$ 10,960
Tax Allocation District	\$ 279,065	\$ 279,065

Cartersville Building Authority	\$ 5,486,020	\$ 5,486,020
SDBG Supplemental Dis Rec	\$ 131,905	\$ 131,905

Enterprise Funds

Fiber Optics	\$ 2,120,110	\$ 2,120,110
Electric	\$49,126,240	\$49,126,240
Gas	\$35,962,150	\$35,962,150
Solid Waste	\$ 2,649,715	\$ 2,649,715
Stormwater	\$ 1,597,000	\$ 1,597,000
Water & Sewer	\$40,113,000	\$19,271,770
Water Pollution Control Plant		\$14,991,835
Water Treatment Plant		\$ 5,849,395

Internal Service Fund

Garage	\$ 1,572,820	\$ 1,572,820
--------	--------------	--------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of November 2019. First Reading.

ADOPTED this ____ day of December 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
11/21/2019 7:00:00 PM
September 2019 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	The September 2019 financial reports are attached.
City Manager's Remarks:	Tom R. will present this information on Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of September 30, 2019

91 # well							100.00%
FY 2017-18							OF BUDGET
MONTH OF							(Year to Date)
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				% of Monthly Totals to Budget
General Fund	Description	9/30/2019	FY 2020 Budget	
	Total Revenues	\$4,746,119	\$26,653,300	17.81%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$118,792	\$3,684,815	3.22%
	Local Option Sales Tax (LOST)	\$1,138,542	\$4,493,260	25.34%
	Other Taxes	\$1,438,997	\$9,106,915	15.80%
	Building Permit & Inspection Fees	\$67,670	\$350,000	19.33%
	Fines and Forfeitures	\$91,537	\$541,845	16.89%
	Operating Transfers In-City Utilities	\$737,917	\$3,010,955	24.51%
	Other Revenues	\$1,152,664	\$5,465,510	21.09%
	Total Expenditures	\$6,833,695	\$26,653,300	25.64%
	Personnel Expenses	\$4,961,744	\$18,094,310	27.42%
	Operating Expenses	\$1,637,971	\$7,824,290	20.93%
	Capital Expenses	\$120,055	\$279,000	43.03%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$113,925	\$455,700	25.00%
Water & Sewer Fund	Total Revenues	\$5,993,412	\$45,330,345	13.22%
	Water Sales	\$3,711,062	\$11,825,000	31.38%
	Sewer Sales	\$2,022,811	\$6,480,000	31.22%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$259,539	\$580,500	44.71%
	Total Expenditures	\$5,955,692	\$45,330,345	13.14%
	Personnel Expenses	\$1,046,420	\$4,143,850	25.25%
	Operating Expenses	\$773,078	\$4,619,210	16.74%
	Capital Expenses	\$2,554,555	\$30,870,000	8.28%
Gas Fund	Transfer To General Fund	\$557,663	\$2,077,820	26.84%
	Debt Payments	\$1,023,976	\$3,619,465	28.29%
	Total Revenues	\$4,269,946	\$28,847,030	14.80%
	Gas Sales	\$3,657,137	\$23,174,055	15.78%
	Gas Commodity Charge	\$360,378	\$2,017,920	17.86%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$31,522	\$0	#DIV/0!
	Other Revenues	\$220,909	\$976,810	22.62%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$4,649,892	\$28,847,030	16.12%
	Personnel Expenses	\$610,503	\$2,265,130	26.95%
	Operating Expenses	\$346,577	\$1,747,450	19.83%
	Purchase of Natural Gas	\$2,769,606	\$16,892,575	16.40%
	Transfer to General Fund	\$767,706	\$3,070,825	25.00%
	Debt Service		\$778,365	0.00%
	Capital Expenses	\$155,500	\$4,092,685	3.80%

				% of Monthly Totals to Budget
Electric Fund	Description	9/30/2019	FY 2020 Budget	
	Total Revenues	\$14,059,761	\$47,128,390	29.83%
	Electric Sales	\$13,663,826	\$45,760,995	29.86%
	Other Revenues	\$395,935	\$1,367,395	28.96%
	Total Expenses	\$12,208,333	\$47,128,390	25.90%
	Personnel Expenses	\$699,599	\$2,557,110	27.36%
	Operating Expenses	\$406,131	\$1,629,795	24.92%
	Purchase of Electricity	\$10,285,241	\$38,970,235	26.39%
	Capital Expenses	\$147,201	\$1,265,410	11.63%
	Transfer to General Fund	\$670,161	\$2,705,840	24.77%
Stormwater Fund	Total Revenues	\$456,754	\$1,528,800	29.88%
	Stormwater Revenues	\$376,694	\$1,482,800	25.40%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$5,496	\$10,000	54.96%
	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	\$337,976	\$1,528,800	22.11%
	Personnel Expenses	\$210,302	\$794,345	26.47%
	Operating Expenses	\$126,486	\$618,920	20.44%
	Capital Expenses	\$1,188	\$115,535	1.03%
Solid Waste Fund	Total Revenues	\$740,577	\$2,978,000	24.87%
	Refuse Collections Revenues	\$686,399	\$2,774,000	24.74%
	Other Revenues	\$15,308	\$49,000	31.24%
	Proceeds From Capital Leases	\$38,870	\$155,000	25.08%
	Total Expenses	\$845,282	\$2,978,000	28.38%
	Personnel Expenses	\$376,950	\$1,298,360	29.03%
	Operating Expenses	\$320,181	\$1,524,640	21.00%
	Capital Expenses	\$148,151	\$155,000	95.58%
Fiber Optics Fund	Total Revenues	\$562,458	\$2,218,200	25.36%
	Fiber Optics Revenues	\$495,106	\$2,004,000	24.71%
	GIS Revenues	\$28,000	\$113,200	24.73%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$39,352	\$101,000	38.96%
	Total Expenses	\$402,141	\$2,218,200	18.13%
	Personnel Expenses	\$179,531	\$714,740	25.12%
	Operating Expenses	\$187,636	\$884,140	21.22%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$1,998	\$15,305	0.00%
	Capital Expenses	\$32,976	\$604,015	5.46%

Item # 16

9T # 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	\$38,457,488.24	\$38,429,507.10	\$36,847,332.31			
Total Restricted Cash Balance	\$181,919,991.66	\$182,495,420.52	\$182,067,344.83	\$183,152,709.00			

Cash Position	1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20
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Total Unrestricted Cash Balance
Total Restricted Cash Balance

Highlights for the Month of September 2019:

Unrestricted cash decreased due to decreases in the Water, Gas, General, Electric, Solid Waste, Fiber, and Garage funds, and were offset by increases in the Fiber, Stormwater, Workers Comp, Property and Casualty, and Grant funds.

Restricted cash increased due to increased cash in the Debt Service, Motor Vehicle Rental, SPLOST 2003, SPLOST 2014, and Pension funds. However, the following funds had decreases to their cash accounts: DEA, BID, and Hotel Motel Tax Funds.