



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– 9:00
AM – 9/19/2019
Work Session – 8:00AM

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. Swearing in of Civic Youth Day Officials

1. Civic Youth Day Officials (Page 1)

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B. Commendation/Recognition

1. Recognition of Awards from Georgia Downtown Association (Page 2)

[Attachments](#)

C. Council Meeting Minutes

1. September 5, 2019 (Pages 3 - 14)

[Attachments](#)

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

1. SU19-04: Special Use Permit to Allow Apartments Above Retail in a Mixed-Use Development. Location: Hwy 411 and Hwy 20. Applicant: JB Henderson Properties (Pages 15 - 33)

[Attachments](#)

2. SU19-06: Special Use Permit to allow a Title Pawn or Pawn Shop. Location: 323 N. Tennessee St. Applicant: Auto Cash- Cartersville LLC (Pages 34 - 46)

[Attachments](#)

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3. Z19-02: Rezone 111 +/-acres from R-20 to MF-14. Location: Center Rd at I-75. Applicant: Etowah Venture Partners II LLC (Page 47)

[Attachments](#)

E. Appointments

1. Historic Preservation Commission (Pages 48 - 52)

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F. Contracts/Agreements

1. Lien Release for 48 Pointe North Drive (Pages 53 - 54)

[Attachments](#)

G. Second Reading of Ordinances

1. Small Wireless Facility Ordinance (Pages 55 - 79)

[Attachments](#)

2. Right of Way Ordinance (Pages 80 - 88)

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3. Utility Accommodations (Pages 89 - 98)

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4. RV Park Capacity Fees (Pages 99 - 100)

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H. Engineering Services

1. Engineering Services Agreement - Sweitzer Engineering (Pages 101 - 113)

[Attachments](#)

I. Bid Award/Purchases

1. D&C Restock 5 – 0.75in Meters (Pages 114 - 116)

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2. Ford 6640 Tractor Repair (Pages 117 - 119)

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J. Resolutions

1. Internet Accommodation Sharing Companies (Pages 120 - 124)

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K. First Reading of Ordinances

1. Cartersville Community Transportation Vehicle Ordinance (Pages 125 - 138)

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L. Contracts/Agreements

1. Itron MV-90 Annual Maintenance (Pages 139 - 140)

[Attachments](#)

2. Containment Systems (Pages 141 - 148)

[Attachments](#)

M. Other

1. Facility Rental Fees Update (Pages 149 -151)

[Attachments](#)

2. Floyd County Taxes (Pages 152 - 154)

[Attachments](#)

N. Bid Award/Purchases

1. Comcast Cable Damage (Pages 155 - 159)

[Attachments](#)

O. Engineering Services

1. Williams Transco Expansion Silt and Erosion Control Design (Pages 160 - 161)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Civic Youth Day Officials

SubCategory:	Swearing in of Civic Youth Day Officials
Department Name:	Administration
Department Summary Recommendation:	This is the traditional swearing in of civic youth day officials. We will have city counterparts and representatives from the schools.
City Manager's Remarks:	This is a ceremonial item requiring no action on the part of City Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

9/19/2019 9:00:00 AM

Recognition of Awards from Georgia Downtown Association

SubCategory:	Commendation/Recognition
Department Name:	Downtown Development Authority
Department Summary Recommendation:	At the 2019 annual conference of the Georgia Downtown Association, downtown Cartersville was given a statewide Award of Excellence in two out of the four competitive award categories. The renovation of the First National Bank building was recognized in the Design category for Best Facade Renovation, and the African American Heritage Trail of Bartow County (9 of the 19 sites are downtown) was recognized in the Organization category for Premiere Partnership.
City Manager's Remarks:	Cartersville recently received two awards at the Georgia Downtown Association Conference. The First National Bank Building and the African American Heritage Trail was recognized. Individuals who were involved in the projects will be on hand Thursday morning to be recognized. The City is extremely proud of both of these efforts.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
September 5, 2019

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Minutes are attached for your review.
City Manager's Remarks:	The minutes are recommended for Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 September 5, 2019
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Samantha Fincher, Deputy City Clerk, and David Archer, City Attorney.

Absent:

II. Regular Agenda

A. Council Meeting Minutes

1. August 15, 2019

A motion to approve the August 15, 2019 City Council Meeting Minutes was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

B. Appointments

1. Historic Preservation Commission

Randy Mannino, Planning and Development Department Head stated the terms of Lynne Pritchett and Greg Frisbee who currently serve on the Historic Preservation Commission will expire on September 7, 2019. Both appointees are willing to continue serving if re-appointed and their new term expiration will be September 7, 2022. Mr. Mannino recommended approval of the reappointments.

A motion to approve the Historic Preservation Commission reappointments was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote 6-0.

2. Alcohol Control Board

Mr. Mannino stated Cartersville City Council voted to update the composition of the Alcohol Control Board on July 2, 2019. The recommended appointees are: Robby Stewart; existing member, Jessie Weaver; new member, Dan Heilman; existing member, Christine Brown; existing member, Cortney Hultman; new member, Rick Kollhoff; existing member & Mayor's appointee, Ric Napps; existing member. The terms of the Council appointees will expire on September 5, 2023 and the term of the Mayor's appointee will expire on September 5, 2021. Mr. Mannino recommended approval of the appointments and reappointments.

A motion to approve the Alcohol Control Board Appointments/Reappointments was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

3. Downtown Development Authority

Lillie Read, Downtown Development Manager stated after taking applications and interviewing candidates, the Downtown Development Authority Board has recommended appointing Alexis Carter-Callahan for the board seat vacated by Michael Chitwood.

A motion to approve the Downtown Development Authority Appointment was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote 6-0.

C. Proclamations

1. National Surgical Technologist Week

The Mayor presented a proclamation to recognize surgical technologists and the critical services they provide. Nicol Bates came forward to accept the proclamation and thanked the Mayor for the acknowledgement.

D. Second Reading of Ordinances

1. Text Amendment T19-04

Mr. Mannino stated The American Legion Post 42 proposes a revision to the Sign Ordinance, Section 20-25, Freestanding signs, to add Martin Luther King Jr. Drive (Between Roosevelt St. and Felton St.) as an allowed road for electronic freestanding signs. American Legion proposed this change in order to replace their existing static sign with a new digital sign.

The Mayor opened the floor for a public hearing.

Tim Gilstrap, Owner of New Beginning Signs and Glen Thompson, American Legion Board Member came forward to answer questions from Council.

Public Hearing was closed.

A motion to approve Text Amendment T19-04 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

Ordinance no. 34-19

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 20. SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. SIGN ORDINANCE. SECTION 20-25 Freestanding

signs, PARAGRAPH (2)b Electronic freestanding signs, is hereby amended by adding a new subsection as follows:

1.

Martin Luther King Jr. Drive (between Roosevelt St. and Felton St.)

2.

The remaining provisions of Section 20-25 are to remain as is, and the additional items herein are to be made part of the roads listed in Section 20-25 (2) b which is to be re-alphabetized.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: MEREDITH ULMER, CITY
CLERK

E. First Reading of Ordinances

1. Small Wireless Facility Ordinance

Tamara Brock, City Manager stated the Cartersville Code of Ordinances will need to be amended by creating a new Article VI. Wireless Facilities and Antennas Ordinance. It is required by State of Georgia law: Chapter 22 Streets and Sidewalks.

2. Right of Way Ordinance

Mrs. Brock stated that the Right of Way Ordinance is in line with the Small Wireless Facility Ordinance. It is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations be amended by creating a new Article XII, Right-of-Way Ordinance.

3. Utility Accommodations

Mrs. Brock stated that the Utility Accommodations Ordinance is also related to Small Wireless Facility Ordinance, and it is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations, be amended by creating a new Article XI, Utility Accommodations.

4. RV Park Capacity Fees

Bob Jones, Water Department Head stated that the City was approached by developers of an RV Park in Emerson as the supplier of water for their project. This would be the first RV Park on our system. The current ordinance did not anticipate this type of specific development when drafted. When the issue of capacity fees was discussed, the fee was based on the hotel/motel language causing a large fee.

RV's do not exhibit typical water usage patterns like a brick and mortar building. They typically have smaller size appliances and smaller diameter plumbing. For these reasons the water department drafted capacity fee language specific to RV Parks as a compromise and acknowledgement of their lighter capacity demands on our system. Mr. Jones recommended approval.

F. Bid Award/ Purchases

1. Emergency Sewer Repair – S. Erwin Street and Old Mill Road

Mr. Jones stated that on Wednesday, August 28, 2019 the Water Department was notified by Public Works of a manhole which was overflowing in an area where they were cutting right-of-way. The manhole had been damaged by a piece of heavy equipment working along the spur track behind the old Glad Plant. The machine pushed the top of the brick manhole off the base and partially collapsed the structure into itself. The combination of gravel, dirt and bricks caused a blockage which resulted in the overflow.

Due to the depth of the excavation and proximity to the railroad track, prices were requested from local contractors to repair the manhole. Pricing was received from the following:

C&L Contractors	\$17,500.00
C.H. Kirkpatrick & Sons	\$19,500.00

In addition to being the lowest bidder, C&L could do the work the next day. The manhole was repaired by noon on August 29, 2019. Mr. Jones recommended approval of the emergency repair by C & L Contractors in the amount of \$17,500.00

A motion to approve the Emergency Sewer Repair by C & L Contractors was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

G. Contracts/Agreements

1. Halftime Sports

Tom Gilliam, Parks and Rec Department Head recommended approval of the contract from Halftime Sports as the Basketball Program Provider. They will provide a Winter basketball program, summer camps & off-season developmental leagues. Halftime Sports will give the City 25% of their gross revenue including all of the non-resident fees.

A motion to approve the Halftime Sports Contract was made by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

2. New Found Life

Mr. Gilliam recommended approval of the contract from New Found Life as the Tackle & Flag Football Program Provider. This contract will expand the City's football program offerings with summer camps & off-season trainings. New Found Life will give 20% of their gross revenue back to the City including all of the non-resident fees. Mr. Gilliam recommended approval.

A motion to approve the New Found Life Contract was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

3. Top Shelf Concessions

Mr. Gilliam recommended approval of the contract from Top Shelf Concessions to provide the City's Concession Stand Service. Top Shelf will give 15% of their gross revenue to the City on a monthly basis.

A motion to approve the Top Shelf Concessions Contract was made by Council

Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

4. SiteMed

Chief Scott Carter, Fire Department stated that Fire fighters are required by OSHA 29 CFR 1910 and National Fire Protection Association (NFPA) 1582 to be cleared medically and physically on an annual basis. In addition, there is a health and wellness component for firefighters that requires a fitness program within Cartersville Fire. The Fire Department is seeking approval to have our annual physicals performed by the SiteMed Corporation of Marietta. SiteMed has been performing physicals for Cartersville Fire for a number of years and are single source due to the complexity and ability to perform all testing at our PSHQ.

The Fire Department will also be provided with a yearlong consultation service by Dr. Walker and his staff for return to work clearance and rehabilitation assistance for any firefighter injuries we may have during the year. The cost for the annual physical and medical program is \$23,975.00. This is an increase of \$10.00 per firefighter over our 2018 rates and the first price increase since 2016. Because of the nature of the testing and the potential for additional cardiac screening after the base physical, respectfully requesting an amount up to and not to exceed \$26,500.00. This is a budgeted item and recommended for approval.

A motion to approve the SiteMed Contract was made by Council Member Wren and seconded by Council Member Fox Motion carried unanimously. Vote 6-0.

5. CBK Traffic Signal

Derek Hampton, Electric Department Head stated The Electric Department is requesting approval to enter into a service contract with CBK Mechanical, Inc. The Electric Department has been using CBK on an as-needed basis for a few years for repairs and troubleshooting that could not be handled in-house. Being that the City's traffic signals are all scheduled for replacement over the next three years, having this contract will help streamline the process.

This contract would lock in pricing that covers the vast majority of the traffic signal maintenance and repair work for up to five years, with the option to account for material price fluctuations on an annual basis. This is a budgeted item.

A motion to approve the CBK Traffic Signal Contract was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

H. Bid Award/Purchases

1. 500kVA Transformer Purchase

Mr. Hampton stated The Electric Department is requesting authorization to purchase a 500kVA pad-mounted transformer. The last equivalent transformer was used for an upgrade at

the Shaw Create Center, and need a replacement for our stock. Mr. Hampton recommended to purchase the unit from Gresco. The purchase price is only \$60 higher than the lowest bid – but the lowest bid will take 6 months to deliver, and the unit from Gresco could be here in half of that time. Being that we currently do not have a spare unit in stock, the shorter delivery time is worth the \$60 upcharge. This is a budgeted item. Mr. Hampton requested approval to purchase the 500kVA transformer from Gresco for \$10,370.00.

The Mayor asked if The Electric Department crews would be sent to help with relief from Hurricane Dorian and Mr. Hampton stated that they were currently in Conway, waiting for the storm to pass to start working.

A motion to approve the 500kVA Transformer Purchase was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

I. Contracts/Agreements

1. GDOT Airport Grant

Dan Porta, Assistant City Manager stated GDOT has approved additional funding for the Cartersville-Bartow Airport in the amount of \$3,383,388.67 with a local match of approximately \$183,045. These funds will be used for runway safety area improvements and land acquisition costs. Mr. Porta recommended approval to accept these grant funds from GDOT.

A motion to approve the GDOT Airport Grant Sponsorship was made by Council Member Stepp and seconded by Council Member Fox Motion carried unanimously. Vote 6-0.

2. Property & Casualty Insurance Release Agreement

Mr. Porta stated that a city employee was involved in an accident with another individual in December 2018. Our insurance carrier, Travelers, has negotiated a settlement on this claim in the amount of \$15,000 which is part of the city's deductible. Mr. Porta recommended approval of this settlement agreement and payment of the \$15,000 plus 2 other invoices that were received for a total of \$23,556.43.

A motion to approve the Property & Casualty Insurance Release Agreement in the amount of \$23,556.43 was made by Council Member Stepp and seconded by Council Member Cooley Motion carried unanimously. Vote 6-0.

3. Agent of Record for Medical Insurance Brokerage Services

Mr. Porta stated that at the last City Council meeting, approval was given to One Digital as the new agent of record effective September 1, 2019. After some review of city files, the contract with ShawHankins for Medical Insurance Broker Services and Consulting provides for a sixty-day termination notice. In order to comply with the existing contract, Mr. Porta recommended that the City Council approve the termination date of October 20, 2019 for

ShawHankins, with the approval of One Digital obtaining access to City of Cartersville medical insurance benefits and files effective on September 1, 2019. Both ShawHankins and One Digital have been contacted regarding these changes and are in agreement with these terms.

A motion to approve the Agent of Record for Medical Insurance Brokerage Services was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote 6-0.

J. Bid Award/Purchases

1. Fiber to Industrial Park

Mr. Porta stated that as part of the 2019 City Council Visioning Session, staff was given permission to price the cost of running fiber optics cable to the Highland 75 Industrial Park. After working with NCI regarding the fiber installation, Luffman-Byers Engineering and the Electric Department, the total estimated cost to get to the entrance of the Highland 75 Industrial Park is \$403,000, with potential additional costs for any rock along the proposed route. The City also looked at staying on the west side of I-75 and installing fiber to the other industrial park and to go just to that park is also an estimated \$403,000. The Fiber Department included \$415,000 in the current FY 2019-20 budget for this potential installation and it is recommended for approval.

A motion to approve the Fiber to Highland 75 Industrial Park was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

2. Guardrail Repair

Mr. Porta stated that a driver ran into the guardrail near the city cemetery. The city has received a proposal from Martin-Robbins to repair the damaged guardrail for \$5,695. Mr. Porta recommended approval of this proposed work and will seek reimbursement from the driver's insurance company.

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

3. New Mail Security Service from Mimecast

Mr. Porta stated that in an effort to strengthen the city email security, an upgrade from the current provider Barracuda to a cloud based mail security provider is recommended. Mimecast is recognized as the industry leader in email security and also incorporates end user security awareness into their product. The total upfront cost is \$23,100. This change in email security vendors was not budgeted, but funds are available for this change and is recommended for approval.

A motion to approve the New Mail Security Service from Mimecast was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0.

4. Vehicle Purchase

Chief Frank McCann stated that that Police Department is requesting approval to purchase five patrol vehicles and one unmarked vehicle. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds.

Mr. McCann recommended the best bid, Robert Loehr Dodge \$149,624.00 The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$240,000.00. This is a budgeted item (federal asset forfeiture money)

A motion to approve the purchase of five patrol vehicles from Robert Loehr Dodge not to exceed \$240,000.00 was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

5. Itron Upgrade

Tom Rhinehart, Finance Department Head stated that the Finance Department has requested to upgrade the Itron software and meter reading equipment. Currently the City is using Itron FC300 handheld units that will be obsolete in December 2021. Although the city is currently going the process to choose an AMI system, we are not sure when the AMI system will be fully operational. The current Itron software is running on the Windows 7 platform and needs to be upgraded to the Windows 10 platform. Mr. Rhinehart spoke to the Itron representative and recommended that we move to the Windows 10 platform. By making this upgrade before December 31, 2019, we can save \$9,000 on the software upgrade. The upgrade will then allow us to upgrade our meter reading equipment which we will need to do by the end of December 2021.

Mr. Rhinehart received a quote for the meter reading equipment from Itron (sole vendor) which includes the use of Panasonic Touchpad tablets in place of the FC300 handhelds. The City will need five (5) of these for the finance department and one (1) for the gas department. The gas department will need to have one because they program the ERT meters when they install them at a customer's location. The Itron representative also said that the city could use a smart phone instead of purchasing the Panasonic Touchpads, which would save the city \$26,658.00. The \$26,658 savings is for the removal of items 6, 7, and 8 on the quote (times 6). At this time, the IT department recommended that those involved in the meter reading process use smart phones.

The quote from Itron for the equipment upgrade is as follows:

	Per Unit Cost	Finance Extended Cost	Gas Extended Cost	Finance w/o Touchpad	Gas w/o Touchpad
3 Days Migration/Travel	\$5300	\$5300	\$0	\$5300	\$0
Itron Mobile Cloud Set-Up	\$335	\$335	\$0	\$335	\$0

Itron Mobile Radio/Accessories	\$2080	\$10400	\$2080	\$10400	\$2080
Panasonic Toughpad Tablet 10” & Accessories	\$4443	\$22215	\$4443	\$0	\$0
Total Cost per Department	\$12158	\$38250	\$6523	\$15700	\$2080
Total Combined Finance and Gas Cost		\$44773		\$17780	

Mr. Rhinehart recommended the purchase of the software upgrade and equipment from Itron in the amount of \$17,780.00 and would not include the purchase of the Panasonic Touchpads.

A motion to approve the Itron Upgrade was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

6. Resurfacing Contract Award

Tommy Sanders, Public Works Department Head stated Public Works recently opened five bids for our annual resurfacing contract, the low bidder was Bartow Paving Company for \$409,070.02. Mr. Sanders recommended to award the contract to the low bidder. The proposed project includes resurfacing of the following 11 city streets: Henderson Drive, Oakdale Drive, Parr Wade Road, Mission Hills Drive, Wood Forest Drive, Crescent Drive, Highpoint Drive, Willow Trace, Heartwood Drive, Split Oak Drive, Waterstones Court. This is a budgeted item and approval is recommended.

A motion to approve the Resurfacing Contract Award to Bartow Paving in the amount not to exceed 500,000 was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0.

The Mayor asked if anyone had any other business to come before Council.

Mark Harris, 2925 Old State Highway 113 Taylorsville GA, H & H Properties LLC/ Developer of Village Hill came forward and expressed his concerns about the encroachment issue. He did not feel that the City’s proposal for the cost of the fence was fair. Council recommended for Mr. Harris to send his proposal to David Archer, City Attorney for Council and legal review.

Council Member Stepp thanked Mr. Sanders and the other Department Heads for their hard work and stated it was nice to see the goals discussed in visioning in action.

Kenneth Fain, 109 Grassdale Road, came forward to object the proposed sidewalk on Grassdale Road. Tommy Sanders came forward to give an overview of the project and stated the meeting will be held once the engineering plan is complete.

A motion to adjourn the meeting was made by Council Member Stepp and seconded by Cooley. Motion carried unanimously. Vote 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Samantha Fincher
Deputy City Clerk



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM

SU19-04: Special Use Permit to Allow Apartments Above Retail in a Mixed-Use Development. Location: Hwy 411 and Hwy 20. Applicant: JB Henderson Properties

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	J.B. Henderson Properties is requesting a Special Use permit to allow apartments and condominiums, above, below, or behind commercial and office uses in the same building. Property is located at the southeast corner of the intersection of Hwy 20 & 411, Tax Parcel C101-0001-001. Said property contains 36.7 +/- acres. Approximately 15.5 of the 36.7 acres will be developed in this phase. 208 apartment units are planned within four mixed-use buildings. The current breakdown is (153) 1-bdrm and (55) 2-bdrm units with options to combine some units to create suites marketable to students at Highlands College. Planning Commission recommends approval 4-0.
City Manager's Remarks:	This is a special use permit request to allow apartments to be above, below or behind commercial and office uses in the same building. It is intended to be a mixed use development with a mixture of 1 and 2 bedroom units. This is the first public hearing. Planning Commission did recommend approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU19-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **J.B. Henderson Properties**
 Representative: **Barry Henderson**
 Property Owner: **Paul A. Bishop and Martha Gill**
 Property Location: **Intersection of Hwy 20 & Hwy 411 (Tax Parcel: C101-0001-001)**
 Access to the Property: **Hwy 20 & Hwy 411**

Site Characteristics:

Tract Size: Acres: **36 +/- acres** District: **4th** Section: **3rd** LL(S): **50 & 51**
 Ward: **6** Council Member: **Taff Wren**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**
 Proposed Zoning: **N/A**
 Proposed Use: **Mixed-Use Development (Office, Residential, & Retail)**
 Current Zoning of Adjacent Property:
 North: **G-C (General Commercial)**
 South: **G-C (General Commercial), County C-1 (Commercial), & County A-1 (Agriculture)**
 East: **County A-1 (Agriculture)**
 West: **G-C (General Commercial)**

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

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

SU19-04

2. City Department Comments:**Electric:** Takes no exception**Fibercom:** Takes no exception**Fire:** In reference to the special use request to allow residential over commercial, Cartersville Fire takes no exception provided that all adopted codes, ordinances, and development regulations can be met for the occupancy type.**Gas:** Takes no exception**Public Works:** No comments received.**Water and Sewer:** The property on the west side of Hwy 411 of the site referred to in this Special Use Request is located in the City of Cartersville Water Department's water/sewer service area. The requested Special Use application will not affect water/sewer service to this portion of the site. Contact the Bartow County Water Department for comments on impacts to the portions of the site on the east side of Hwy 411.**School District:** No comments received as of 9-3-19.**3. Public Comments:** No comments received.**4. Special Use Review**

The applicant wishes to develop a Mixed-Use project on approximately 15.56 acres of a 36+/- acre lot that will introduce apartments above retail and office space in 4 of the 8 proposed buildings. A total of 210 apartments are proposed (154 one-bedroom & 56 two-bedroom). These buildings would be 4 stories. See the preliminary site plan.

The 15 acre tract is divided into 6 parcels, A-F, and further subdivided into Buildings 1-8, according to their use- hotel, restaurant, and mixed-use (apartments over retail).

Proposed parking spaces for the overall development are eighteen (18) spaces less than the requirements per City ordinance. This difference will likely be resolved during site plan development or a variance would be required. All total for the project, 744 spaces are required. 726 spaces are provided.

See the Parking Tabulation page below for detailed breakdown of parking by Parcel and Building

A Special Use permit is required for apartments above, below or behind office and commercial uses in the same building.

SU19-04

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

SU19-04

Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:

1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met:

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

How Standard #1 has / will be met: The proposed development will increase traffic on Hwy 20 & Hwy 411

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

How Standard #2 has / will be met: There may not be sufficient off-street parking provided in the concept plan. The deficiency will be addressed and finalized in the plan review process with the city departments. Currently, the plan is lacking 18 spaces according to City ordinance formulas.

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: Hours will vary. This will be based upon the buildings' configuration and function.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will be required. The lighting layout will be determined during the plan review process with city departments.

SU19-04

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Hwy 20 & Hwy 411.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No negative impact to adjacent properties is expected. This development will complement adjacent uses such as the Savoy Museum, Georgia Highlands College, Hwy 411 retail, and the hospital campus.

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

Sec. 16.4. - Minimum special use standards.

16.4.2. *Apartment, above, below, or behind commercial and office uses in the same building.*

A. *Allowable districts:* DBD, M-U, P-D, O-C, and G-C.

B. *Standards:*

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.
2. Minimum floor area requirements for a dwelling unit shall be the following:
 - *3-bedroom:* Nine hundred (900) square feet.
 - *2-bedroom:* Seven hundred fifty (750) square feet.
 - *1-bedroom:* Six hundred (600) square feet.
 - *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
3. Minimum number of parking spaces: Two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use.
4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.
5. Reserved.
6. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.

8. Staff Recommendation: Staff recommends approval.

9. Planning Commission Recommendation: **Recommends Approval (4-0)**

SU19-04

Parking Tabulation by Parcel

Multi-family (Apartments)- 2 parking spaces/ unit(Sec. 17.6.1)						
Parcel/ Building	Total Units	Proposed SF (+/-)	Min. SF	Total SF	Required parking	Proposed parking
			reqd by Ordinance			
B/B1- 1 BR	47	750	600	35,250	94	206
B/B1- 2 BR	18	1,100	750	19,800	36	---
B/B2- 1 BR	37	750	600	27,750	74	---
B/B2- 2 BR	12	1,100	750	13,200	24	---
E/B3- 1 BR	25	750	600	18,750	50	69
E/B3- 2 BR	13	1,100	750	14,300	26	---
E/B4- 1 BR	44	750	600	33,000	88	97
E/B4- 2 BR	12	1,100	750	13,200	24	---
Totals	208	---		175,250	416	372

Hotel- 1 sp/ guest room or unit (Sec. 17.6.16)					
Parcel/ Building	SF	Rooms		Required parking	Proposed parking
C	---	90		90	116
Totals	0	90	0	90	116

Restaurant- 1 parking sp/ 4 seats (Sec. 17.6.23)					
Parcel/ Building	SF	seating		Required parking	Proposed parking
A- Rest	6,340	280		70	70
B/ B1	4,320	187		47	47
D- Rest	8,500	275		69	69
Totals	19,160	742	---	186	186

Retail/ office- 3 parking sp/ 1000sf (Sec. 16.4.2 (B)(3))					
Parcel/ Building	SF			Required parking	Proposed parking
B/ B1- leasing office	2,800			8	0
B/B2- Retail	6,100			18	27
E/B3 - Retail	1,850			6	25
E/B4 - Retail	6,850			21	---
Totals	17,600	---	---	53	52

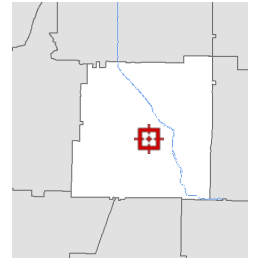
Parking Totals			Required	Proposed
No. of spaces			744	726



Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	C101-0001-001	Alternate ID	38080	Owner Address	BISHOP PAUL ALAN
Sec/Twp/Rng	n/a	Class	Commercial		GILL MARTHA B
Property Address	HWY 411	Acreage	44.77		374 PEEPLES VALLEY RD NE
	Cartersville				CARTERSVILLE GA 30120
District	Cartersville				
Brief Tax Description	LL 50 DIST 4				
	(Note: Not to be used on legal documents)				

Date created: 5/13/2019

Last Data Uploaded: 5/10/2019 9:37:17 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Special Use
City of Cartersville

Case Number: SU9-04
Date Received: 5-6-19

Public Hearing Dates:

Planning Commission June 11th 5:30pm 1st City Council June 20th 7:00pm 2nd City Council July 2nd (Tuesday) 7:00pm

Applicant J.B. Henderson Properties Office Phone 770 715 7037
(printed name)
Address 4 Howard Heights Mobile/ Other Phone _____
City Cartersville State Ga Zip 30120 Email bhendersoncompanies@gmail.com
Barry Henderson Phone (Rep) 770 715 7037
Representative's printed name (if other than applicant) Email (Rep) same
Barry Henderson Barry Henderson, President
Representative Signature Applicant Signature
Signed, sealed and delivered in presence of: _____ My Commission expires: 12/31/23
Stinecher
Notary Public



Item # 4

* Titleholder _____ Phone _____
(titleholder's printed name)
Address _____ Email _____
Signature _____
Signed, sealed, delivered in presence of: _____ My commission expires: _____

Notary Public

Present Zoning District G-C (General Commercial)
Acreage 36.74 ^{ACRES} Land Lot(s) 50, 51 District(s) 4 Section(s) 3rd
Location of Property: Hwy 20 @ Hwy 411
(street address, nearest intersections, etc.)
Reason for Special Use Request: Multi-use development with
apartments above retail.
(attach additional statement as necessary)

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

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:

DEVELOPMENT will increase traffic on Hwy 20 & Hwy 411.

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

How Standard #2 has / will be met:

OFF-STREET parking AVAILABLE. See Concept plans

Standard #3: Protective screening.

How Standard #3 has / will be met:

Not Required

Item # 4

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

How Standard #4 has / will be met:

Vary BASED on Building function

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Requires, but determined during plan Review.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Via Hwy 20 & Hwy 411

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

All Surrounding Land use is zoned G-C.
will complement commercial and institutional uses
Like THE Stry Museum & Highlands College

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

See Attached.

Signed,



Applicant or Representative

5-6-19

Date

CARTERSVILLE NEWSPAPERS

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

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: 5-6-19

Date Two Years Prior to Application: 5-6-17

Date Five Years Prior to Application: 5-6-14

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:

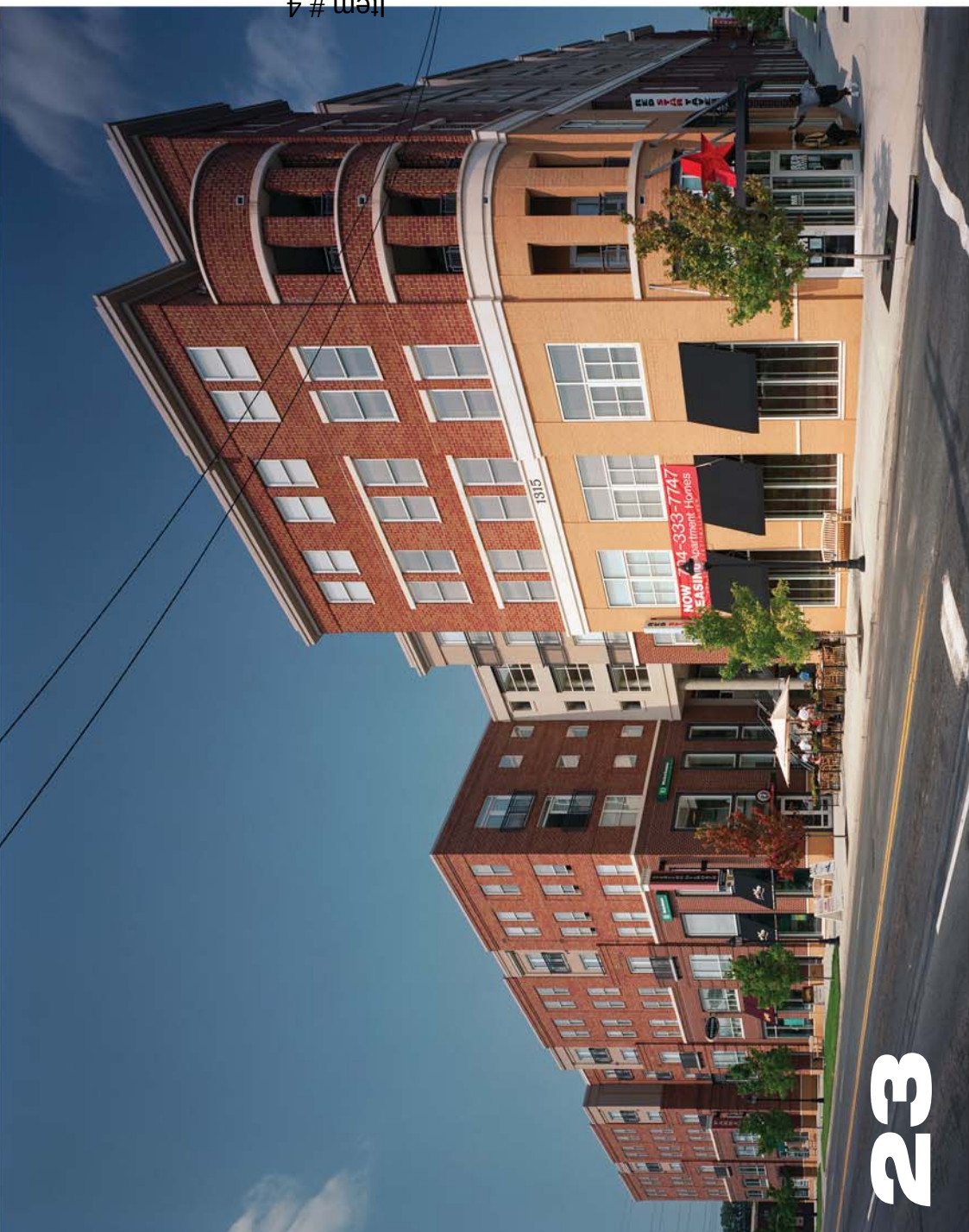
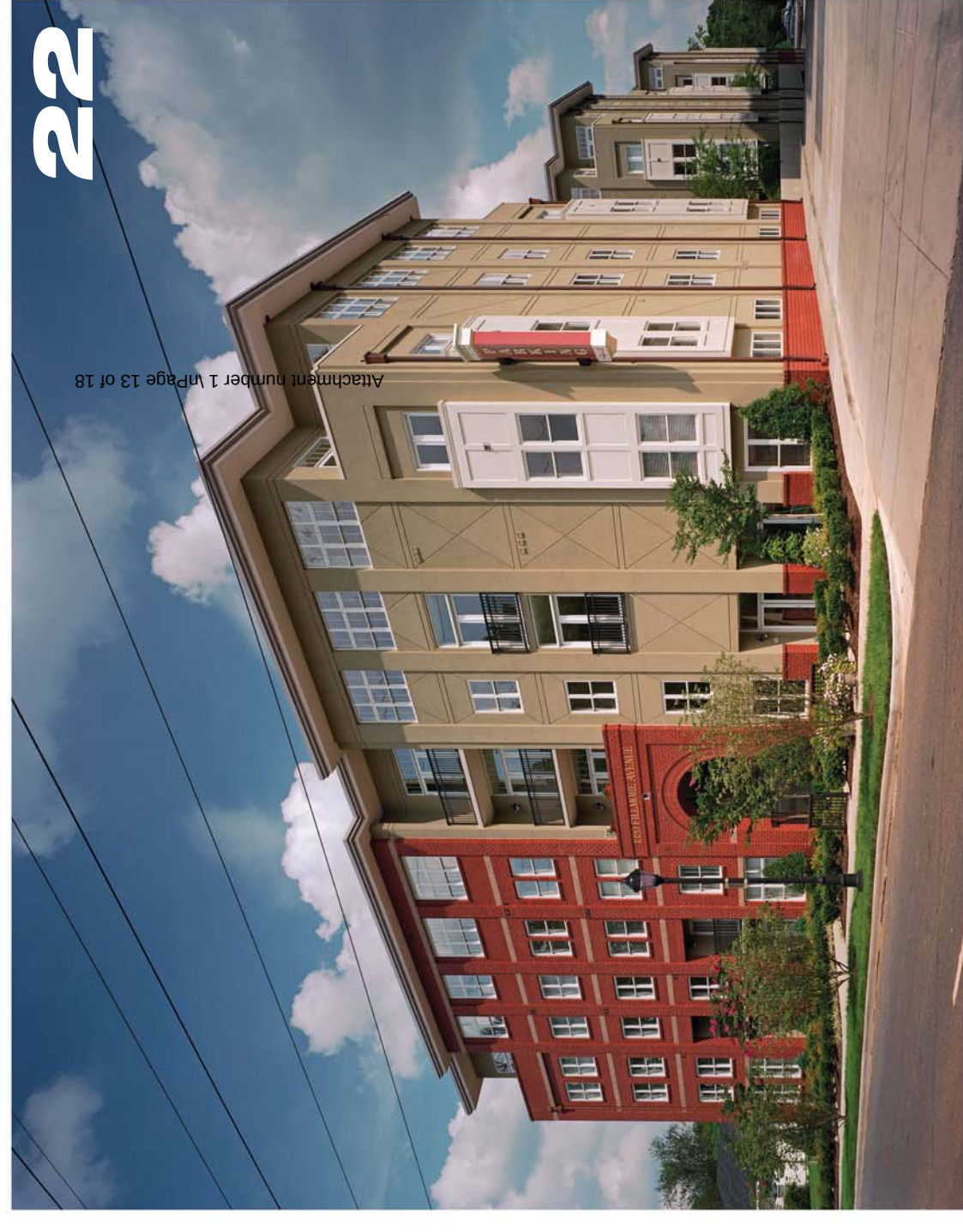
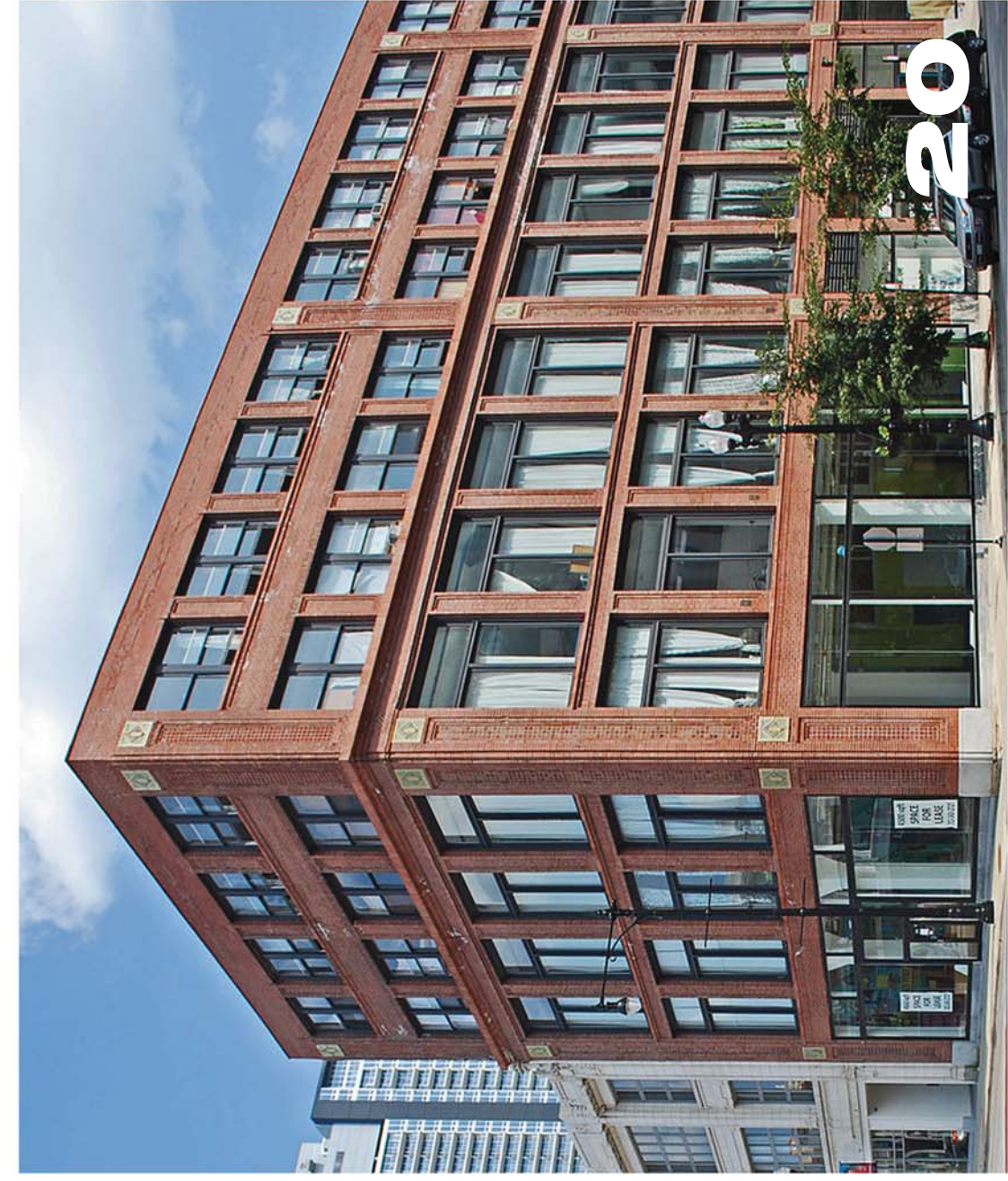
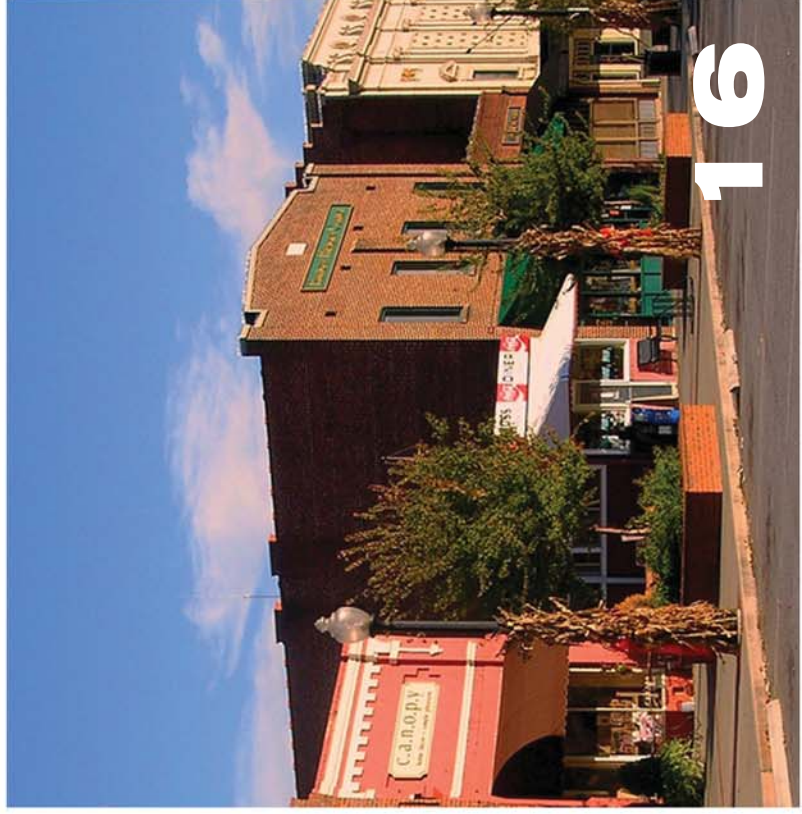
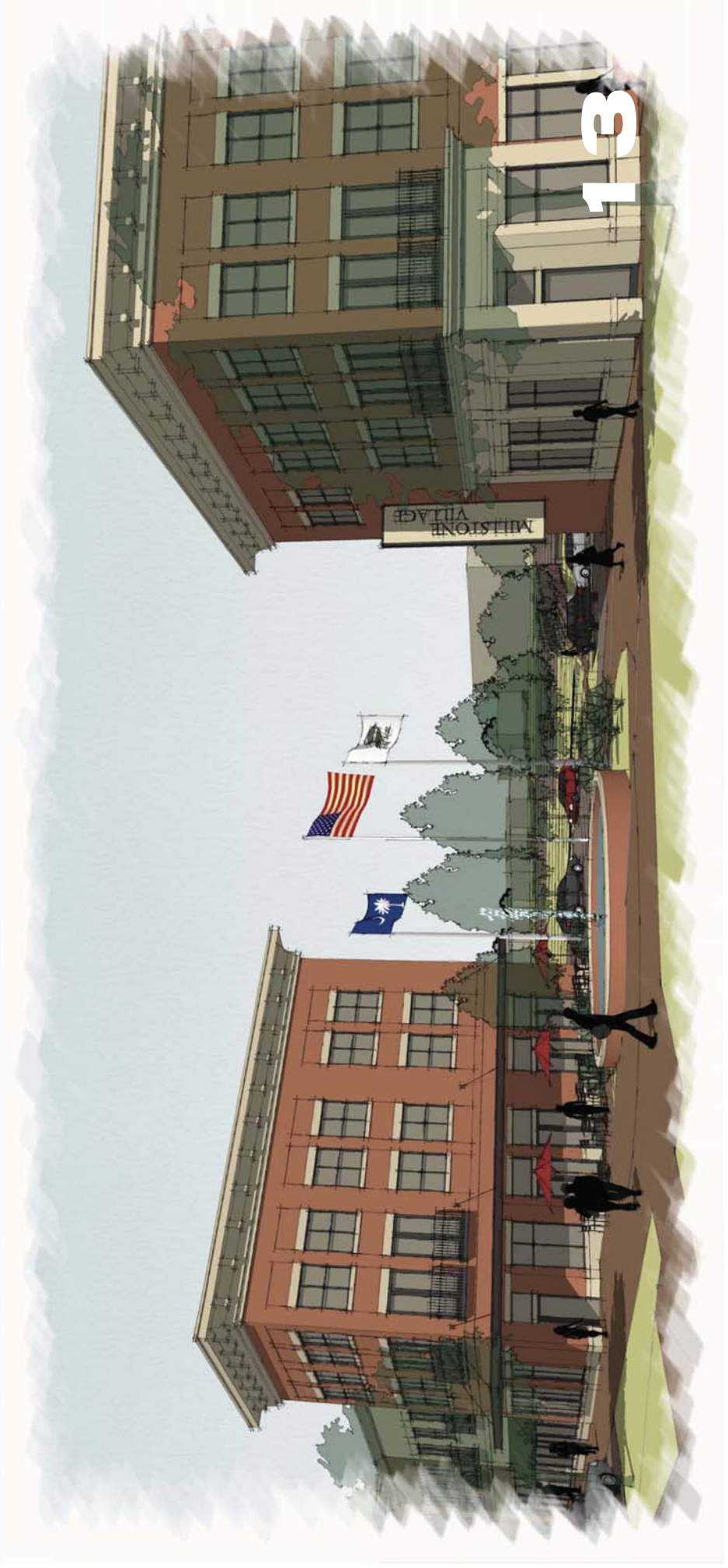
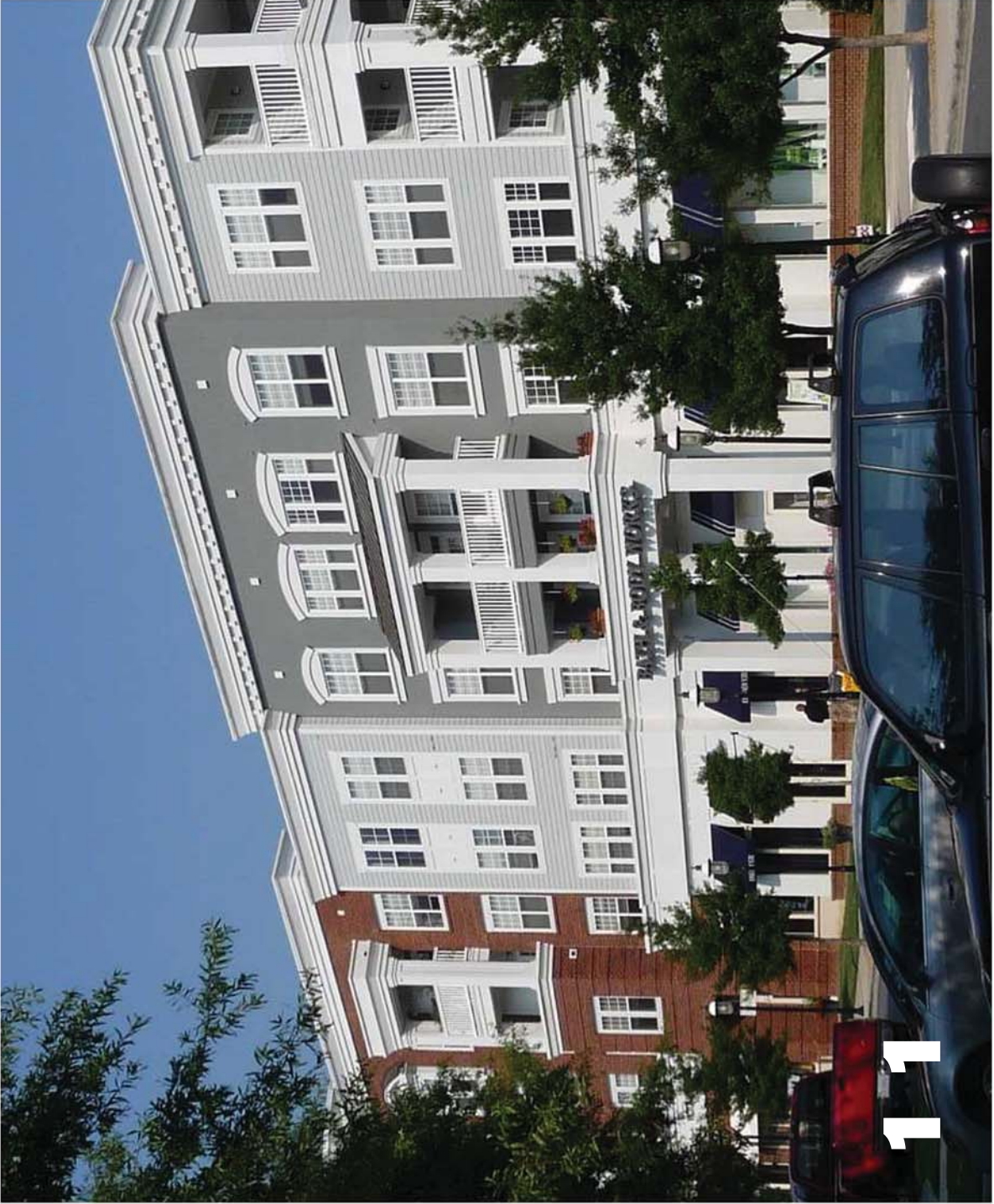
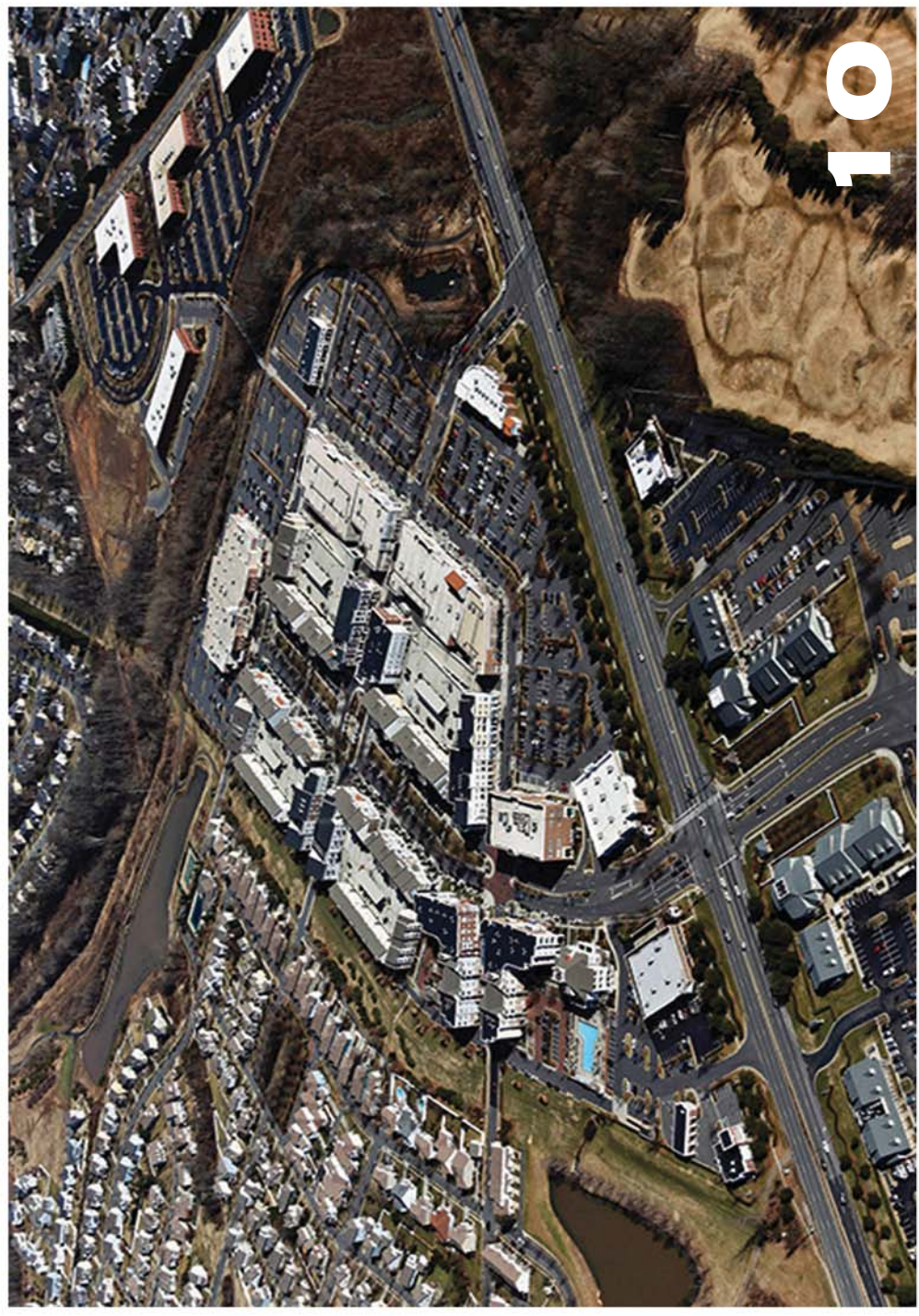
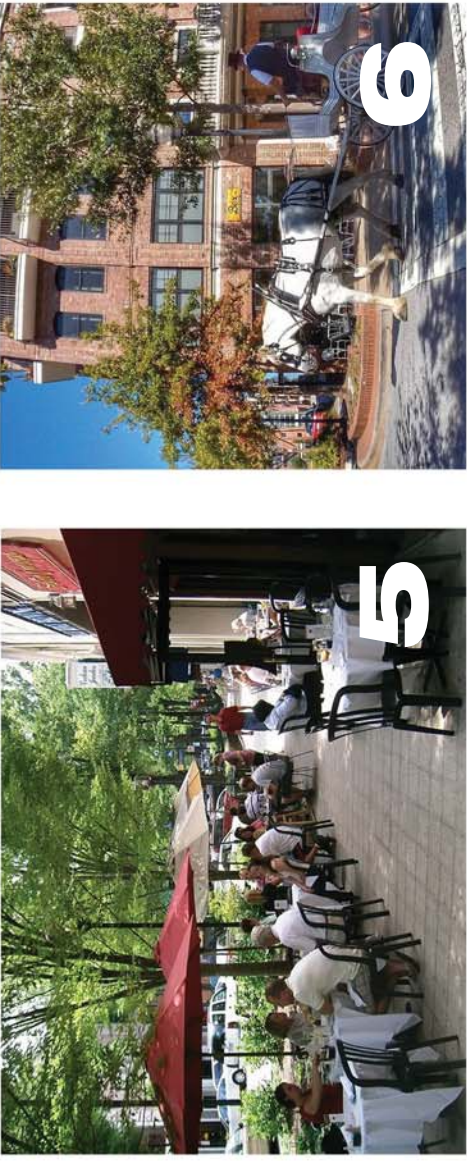
	YES	NO
Mayor: Matt Santini	☐	☒
Council Member:		
Ward 1- Kari Hodge	☐	☒
Ward 2- Jayce Stepp	☐	☒
Ward 3- Cary Roth	☐	☒
Ward 4- Calvin Cooley	☐	☒
Ward 5- Gary Fox	☐	☒
Ward 6- Taff Wren	☐	☒
Planning Commission		
Greg Culverhouse	☐	☒
Harrison Dean	☐	☒
Lamar Pendley	☐	☒
Lamar Pinson	☐	☒
Travis Popham	☐	☒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

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.

Barry Henderson 5-6-19
Signature Date
Barry Henderson
Print Name





05 February 2019



The Highlands - Cartersville, GA – Fit Study Tabulation

This tabulation is intended to be used in concert with the color-rendered site plan created by FMK Architects and dated the same as listed above. Parcel labels can be found on that site plan that correspond to the data listed below.

Parcel A - Restaurant Out-Parcel - 1.26 acres

- +/- 5,400sf restaurant + 960sf outdoor dining = 280 seats @ 15sf/seat.
- 70 parking spaces required @ 4 seats per space.
- 70 off-street spaces provided.

Parcel B - Mixed Use Phase 1 Parcel - 5.29 acres

- Building #1 - 4 stories
 - Restaurant @ 3,800sf + 520sf outdoor dining = 187 seats = 47 parking spaces required. 43 off-street + 4 on-street spaces = 47 spaces provided (outside residential parking access control points).
 - Apartment Leasing Office / Clubhouse @ 2,800sf.
 - 47 One Bedroom Apartment Units @ +/- 750sf each + 18 Two Bedroom Apartment Units @ +/- 1,100sf each = 65 Total Apartment Units.
- Building #2 - 4 stories
 - Streetscape Retail @ +/- 6,100sf
 - 37 One Bedroom Apartment Units @ +/- 750sf each + 12 Two Bedroom Apartment Units @ +/- 1,100sf each = 49 Total Apartment Units.
- Pool / Pool Deck for entire Apartment Community (Phase 1 and 2 combined) adjacent to Leasing Office / Clubhouse.
- Residential Parking - Required for 114 total apartment units @ 1.7 spaces per unit = 194 spaces. 206 off-street spaces (1.81 spaces/DU) provided in access-controlled lot to south.
- Retail Parking - Required for +/- 8,900sf Streetscape Retail @ 2.5 spaces / 1,000sf = 23 spaces. Total of 27 on-street spaces provided along southern side of central streetscape (excluding 4 spaces for Restaurant in Building #1).

Parcel C - 90-Room Hotel Parcel - 2.25 acres

- 90 rooms + Common Areas in a 4-story building + Pool per previous design program.
- 116 off-street parking spaces (114 spaces shown on previous plan).

Item # 4

05 February 2019

The Highlands - Cartersville, GA Fit Study Tabulation

Page 2

Parcel D - Restaurant Out-Parcel - 1.57 acres

- +/- 7,500sf restaurant + 1,000sf outdoor dining = 275 seats @ 20sf/seat.
- 69 parking spaces required @ 4 seats per space.
- 69 spaces provided (61 off-street + 8 on-street spaces provided along central streetscape frontage).

Parcel E - Mixed Use Phase 2 Parcel - 3.04 acres

- Building #3 - 4 stories
 - Streetscape Retail @ +/- 1,850sf
 - 25 One Bedroom Apartment Units @ +/- 750sf each + 13 Two Bedroom Apartment Units @ +/- 1,100sf each = 38 Total Apartment Units.
- Building #4 - 4 stories
 - Streetscape Retail @ +/- 6,850sf
 - 44 One Bedroom Apartment Units @ +/- 750sf each + 12 Two Bedroom Apartment Units @ +/- 1,100sf each = 56 Total Apartment Units.
- Residential Parking
 - Building #3 requirement for 38 total apartment units @ 1.7 spaces per unit = 65 spaces. 69 off-street spaces (1.82 spaces/DU) provided in lot immediately to north of building.
 - Building #4 requirement for 56 total apartment units @ 1.7 spaces per unit = 96 spaces. 97 off-street spaces (1.73 spaces/DU) provided in lot immediately to north of building.
- Streetscape Retail Parking - Required for +/- 8,700sf Streetscape Retail @ 2.5 spaces / 1,000sf = 22 spaces. Total of 25 on-street spaces provided along northern side of central streetscape (excluding 8 for Restaurant @ Parcel D).

Total Residential (Phase 1 and Phase 2 combined) Tabulation

- 153 One Bedroom Units @ +/- 750sf = 73%
- 55 Two Bedroom Units @ +/- 1,100sf = 27%
- Total of 208 Residential Units
- Total Residential Parking = 372 off-street spaces (1.79 spaces/DU).

Parcel F - Restaurant Out-Parcel - 1.15 acres

- +/- 5,400sf restaurant + 960sf outdoor dining = 280 seats @ 15sf/seat.
- 70 parking spaces required @ 4 seats per space.
- 71 off-street spaces provided (outside residential parking access control points).



Item # 4

Developed by

Cartersville, Georgia

HIGHLANDS COMMUNITY

J.B. HENDERSON PROPERTIES







City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM

SU19-06: Special Use Permit to Allow a Title Pawn or Pawn Shop. Location: 323 N. Tennessee St.
Applicant: Auto Cash-Cartersville LLC

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Auto Cash-Cartersville LLC, is requesting a Special Use permit to allow a pawn and/ or title pawn business in the M-U (Multiple Use) district. The subject property is located at 323 N. Tennessee Street, Tax Parcel C004-0004-006. Said property contains approximately 0.57 acres. Planning Commission recommends approval with a condition that prohibits outdoor storage (4-0).
City Manager's Remarks:	This is a special use permit request for a pawn/title pawn business in the M-U District. Planning Commission recommends approval with a condition that prohibits outdoor storage. This is the first public hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU19-06**

Request: **To allow a title pawn business in the M-U zoning district**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Auto Cash – Cartersville LLC**

Representative: **Leslie Simmons**

Property Owner: **Lewis & Sons, Inc.**

Property Location: **323 N. Tennessee St. (Corner of Tenn. St. & Nelson St.)**

Access to the Property: **Tennessee St. & Nelson St.**

Site Characteristics:

Tract Size: Acres: **0.57 +/- acres** District: **4th** Section: **3rd** LL(S): **409**

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

LAND USE INFORMATION

Current Zoning: **M-U**

Proposed Zoning: **M-U**

Proposed Use: **Title Pawn shop**

Current Zoning of Adjacent Property:

North: **M-U (Multiple Use)**

South: **M-U (Multiple Use)**

East: **M-U (Multiple Use)**

West: **M-U (Multiple Use)**

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

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

SU19-06

2. City Department Comments:**Electric:** No comments received**Fibercom:** Takes No Exception**Fire:** Takes No Exception**Gas:** Takes No Exception**Public Works:** No comments received**Water and Sewer:** Takes No Exception**3. Public Comments:** No comments received**4. Special Use Review**

The property is located at the SE corner of the intersection of N. Tennessee St at Nelson St. The brick building contains 3 tenant spaces addressed 319, 321 and 323. The 323 tenant space is located on the left side of the building adjacent to Nelson St. The applicant is moving the title pawn business from 2 Dixie Ave. to 323 N. Tennessee St. The Tennessee Street location is in the M-U (Multiple Use) zoning district. A pawn shop or title pawn business requires a special use permit in the M-U district.

There are (3) recent Special Use permits approved for pawn shops and/ or title pawn businesses on N. Tennessee St. Per zoning Ord. Sec. 4.25, outdoor storage is not allowed in the M-U district unless the products are landscape supplies. No outdoor storage or outdoor displays were conditions of the previous special use permits.

Case No.	Address	Approved	Conditions
SU13-03	624 N. TENNESSEE ST	7-1-13	Approved with condition that there must be no outdoor storage.
SU13-05	310 N. TENNESSEE ST	11-7-13	Approved with condition that there must be no outdoor storage.
SU14-03 (Title Pawn Only)	422 N. TENNESSEE ST	12-4-14	Approved with conditions: 1) No outside storage 2) No outside display of merchandise

SU19-06

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).

A) Chapter 26, Article IV. General provisions

Sec. 4.25. - Outdoor storage.

Outdoor storage shall be allowed in G-C, L-I, and H-I districts only. In G-C and L-I districts, outdoor storage must be located in a side or rear yard and screened from all rights-of-way, and residential districts that abut the outdoor storage area. Such storage shall be screened in accordance with the requirements under section 4.17 of this chapter. In G-C and L-I districts, the use of trucks, truck bodies, enclosed containers, campers, recreational vehicles, or other types of motor vehicles for storage is prohibited. This section does not apply to incidental outside storage on properties in residential districts.

In the G-C district, neither vehicles (whether operable or inoperable) nor trailers (whether on or off their axles) may be used as storage buildings. This shall apply to all vehicles and trailers, including commercial vehicles, recreational vehicles, panel vans, tractor-trailer rigs, railroad box-cars, etc. The storage of new or used tires on any G-C district property is prohibited unless the same are stored within an enclosed building or garage. It is illegal to discard or abandon tires on any property other than a lawful landfill.

In the M-U district, outdoor storage of landscape supplies and materials may be permitted per the requirements in section 9.2.3, development standards.

(Ord. No. 11-18, § 1, 5-17-18)

Sec. 4.26. - Outdoor displays and yard sales.

The displaying of goods or merchandise for sale outdoors on the property shall be allowed for goods or merchandise normally used in the outdoors. Merchandise allowed to be displayed outdoors includes, but is not limited to, lawnmowers, wheelbarrows, lawn furniture, barbecue grills, play sets, and manufactured out buildings. The keeping of goods or merchandise outdoors on the property, longer than a twenty-four-hour period shall be considered outdoor storage and shall comply with outdoor storage requirements in section 4.26 of this chapter. This section shall not apply to vehicle or manufactured housing sales lots.

Yard sales and garage sales (or carport sales) shall be permitted on any residential lot no more frequently than once per calendar quarter. Such sale may not continue for more than seventy-two (72) hours.

Yard sales shall not be permitted on any commercial or industrial use lot. Such activity shall constitute a flea market use and shall be allowed only in the Fair Ground (FG) district.

SU19-06

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 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

Item # 5

SU19-06

7. Compatibility with surrounding land use.

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

6. How General Standards Are Met:

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 adjoining streets.

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

How Standard #2 has / will be met: Parking will remain the same as current configuration on the lot

Standard #3: Protective screening.

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

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Standard office hours

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will remain the same as the current configuration on the lot

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Tennessee St. & Nelson St.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: The proposed use is expected to be compatible with adjacent land uses

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

None related to Pawn shops and/or title pawn.

Item # 5

SU19-06

8. Staff Recommendation: Staff recommends approval. If approved, the commission may choose to condition the permit to no outdoor storage or displays per previous special use permits and per zoning ordinance Sec. 4.25 even though this application is for a title pawn business only.

9. Planning Commission Recommendation:

PC recommends approval with the condition that prohibits outdoor storage (4-0)

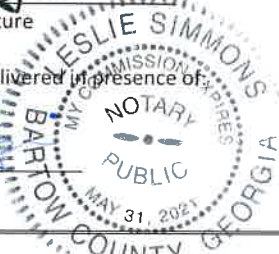
Application for Special Use
City of Cartersville

Case Number: SU19-06
Date Received: July 24, 2019

Public Hearing Dates:

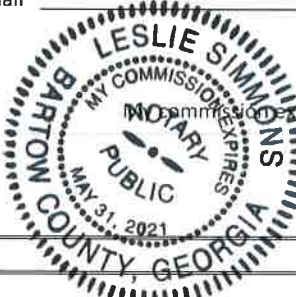
Planning Commission 9/10 5:30pm 1st City Council 9/19 @ ~~7:00pm~~ 9am 2nd City Council 10/3 7:00pm

Applicant Auto Cash - Cartersville, LLC Office Phone _____
(printed name)
Address 3276 Buford Dr., Ste 104-315 Mobile/ Other Phone _____
City Buford State GA Zip _____ Email _____
Leslie Simmons Phone (Rep) 770-382-4702
Representative's printed name (if other than applicant) Email (Rep) leslie @ leslie-simmons-law.com
Representative Signature _____ Applicant Signature _____
Signed, sealed and delivered in presence of: _____ My commission expires: _____
Notary Public _____



Item # 5

* Titleholder Lewis & Sons, Inc. Phone 770-382-6330
(titleholder's printed name)
Address 321 N. Tennessee St. Email _____
Signature E. Patton Lewis
Signed, sealed, delivered in presence of: _____
Notary Public _____



Present Zoning District mu
Acreage 1600 Land Lot(s) 409 District(s) 4th Section(s) 3rd
sq ft.
Location of Property: 323 N. Tennessee St. Cartersville, GA 30120
(street address, nearest intersections, etc.)
Reason for Special Use Request: title pawn business
(attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

title pawn business

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

How Standard #1 has / will be met:

applicant does not anticipate any change to
traffic to or from adjoining streets

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

How Standard #2 has / will be met:

there are approximately 4 parking spaces in front
of the building and two behind the building. These
are sufficient to service applicants use.

Standard #3: Protective screening.

How Standard #3 has / will be met:

no changes are proposed

Item # 5

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

How Standard #4 has / will be met:

standard office hours

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

location currently has sufficient outdoor lighting
no changes are proposed

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

location has sufficient ingress and egress. no
changes are proposed.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

proposed use is in keeping with the surrounding
commercial uses.

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

Signed,



Applicant or Representative

7-23-19

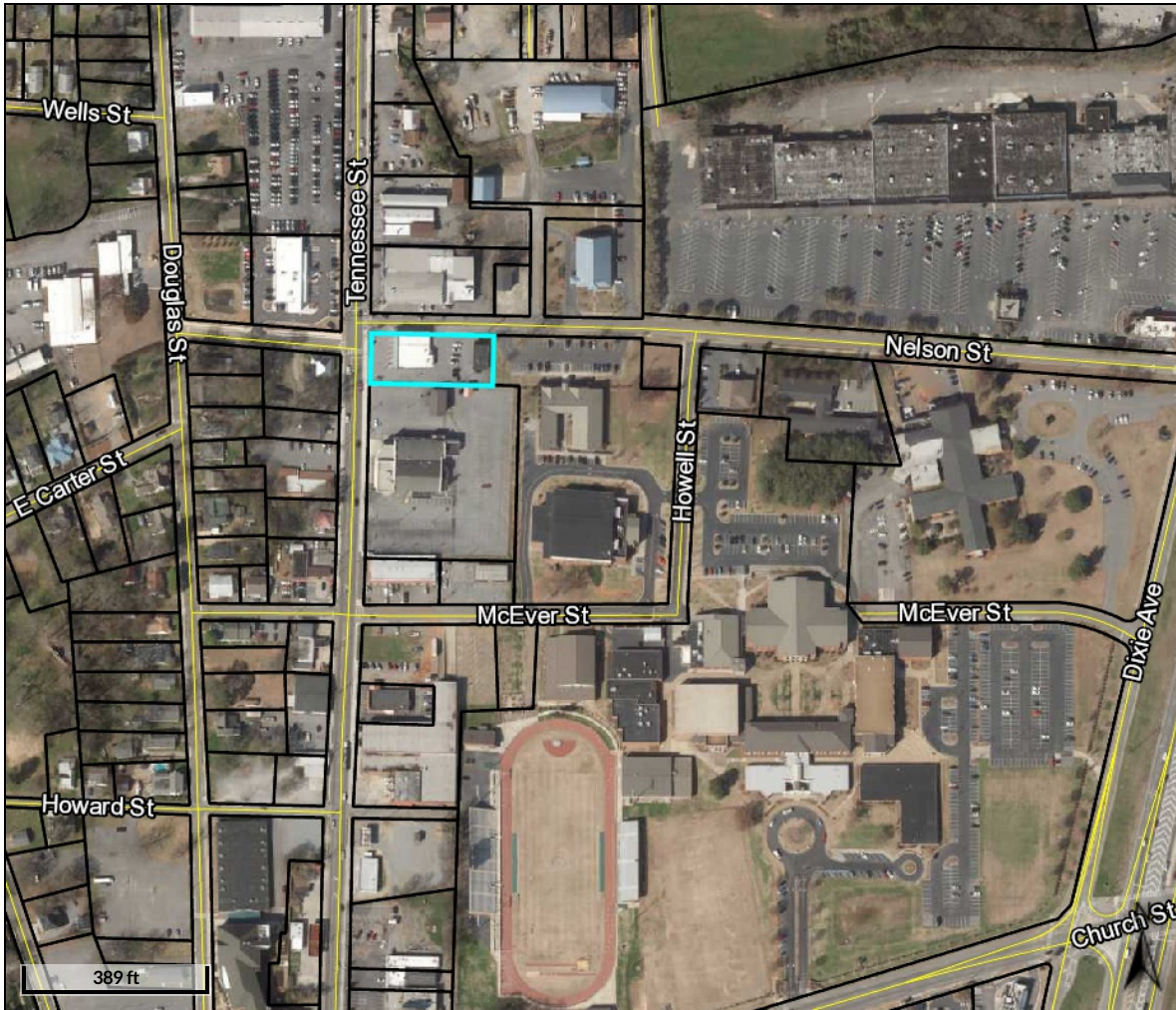
Date

CARTERSVILLE NEWSPAPERS

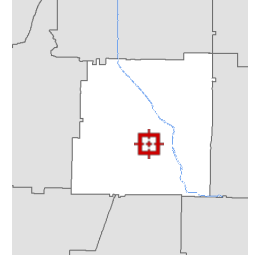
• The Daily Tribune • The Herald-Tribune • The North Bartow News



Bartow County, GA



Overview



Legend

Parcels

Parcel ID	C004-0004-006	Alternate ID	32646	Owner Address	LEWIS & SONS INC
Sec/Twp/Rng	n/a	Class	Commercial		321 N TENNESSEE ST
Property Address	321 N TENNESSEE ST	Acreage	0.57		CARTERSVILLE GA 30120
	Cartersville				

District Cartersville
Brief Tax Description LL 409 D 4

(Note: Not to be used on legal documents)

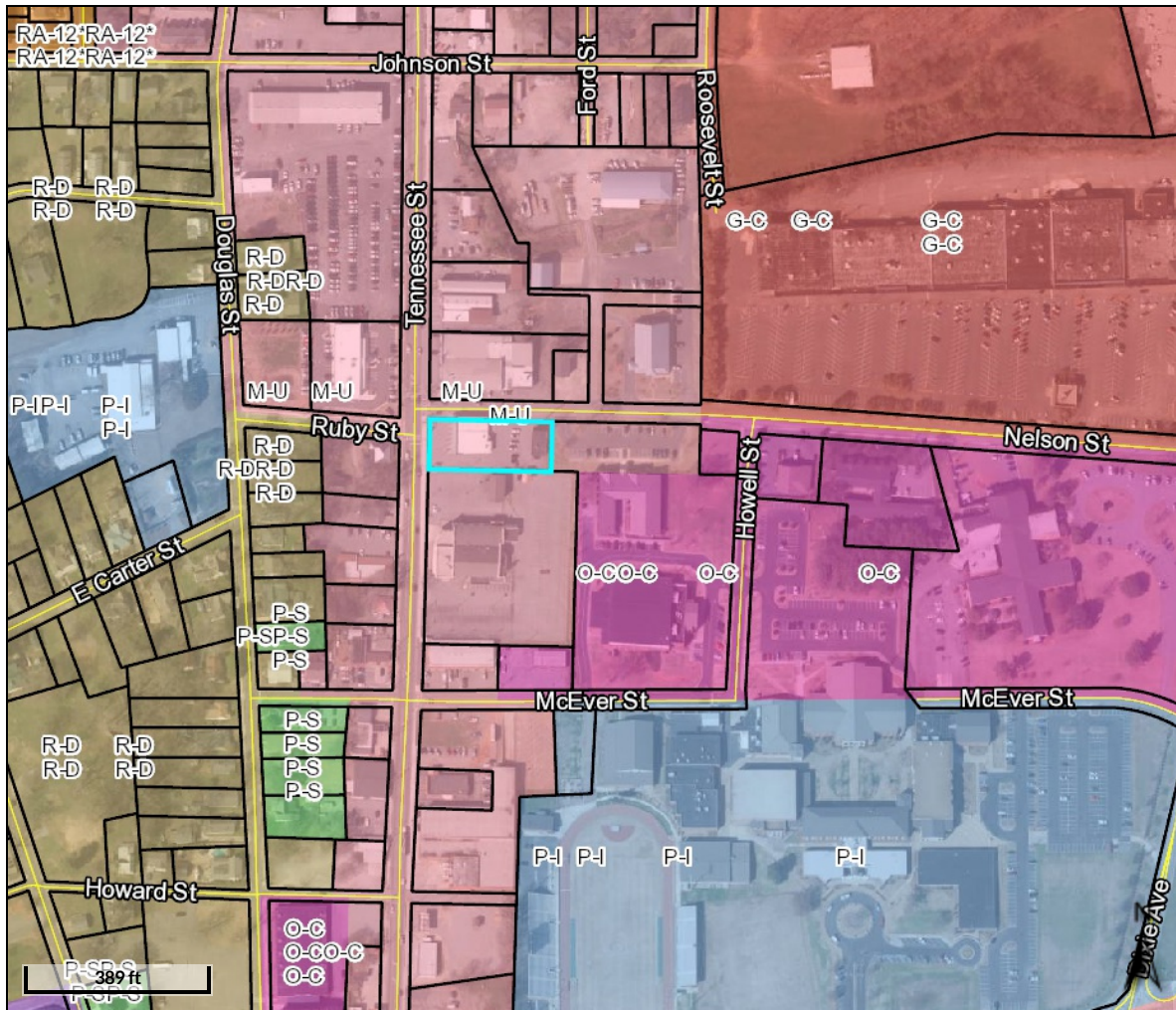
Date created: 7/23/2019

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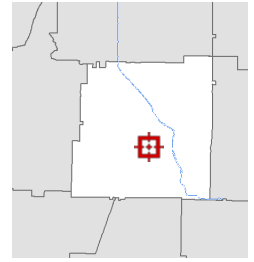
Developed by Schneider
 GEOSPATIAL



Bartow County, GA



Overview



Legend

Parcels

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*

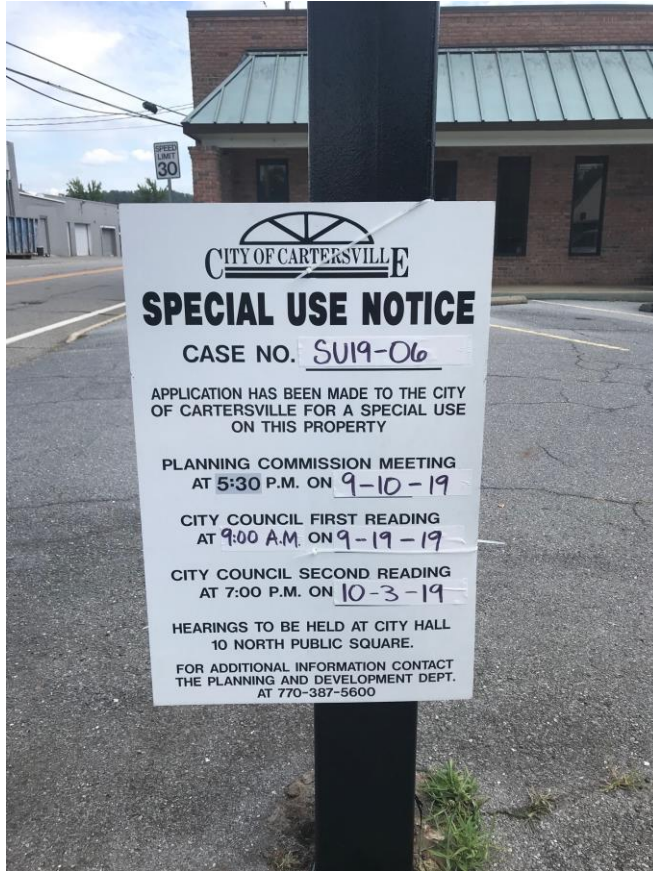
Parcel ID C004-0004-006
 Sec/Twp/Rng n/a
 Property Address 321 N TENNESSEE ST
 Cartersville
 District Cartersville

Alternate ID 32646
 Class Commercial
 Acreage 0.57

Owner Address LEWIS & SONS INC
 321 N TENNESSEE ST
 CARTERSVILLE GA 30120

Item # 5

SU19-06



Item # 5



City of Cartersville

City Council Meeting

9/19/2019 9:00:00 AM

Z19-02: Rezone 111 +/-acres from R-20 to MF-14. Location: Center Rd at I-75. Applicant: Etowah Venture Partners II LLC

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Etowah Venture Partners II LLC has made a rezoning request from the R-20 (Single Family Residential) zoning district to MF-14 (Multi-Family residential) zoning district for property identified as Tax Parcel No. C108-0001-001. Said property contains approximately 111 +/- acres. The applicant proposes to construct 300 apartment units- (150) 1 bdrm, (120) 2 bdrm & (30) 3 bdrm-on approximately 50 acres. The remaining 60 acres would remain as greenspace. Planning Commission recommendation was to deny (4-0). The backup material for this agenda item is available to view in the Planning and Development office.
City Manager's Remarks:	Etowah Venture Partners has made a rezoning request from the R-20 (single family) zoning district to the MF-14 (multi-family). The development is proposed to contain 300 apartment units. This item was denied by the Planning Commission. This is the first public hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Historic Preservation Commission

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	Ron Goss' term on the Historic Preservation Commission expires September 2019. The applications for the new appointment are attached and that appointment will have a term expiration of September 7, 2022.
City Manager's Remarks:	Council needs to appoint an individual to take Ron Goss' place on HPC. There are currently three applicants. Their term would expire September 2022.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Champion Rebecca (Becky) A
(last) (first) (middle initial)

Address 55 Cassville Road; 30120
(street)

Email Address becky_champion@bellsouth.net

Home Phone _____ Cell Phone 770-312-4542

City Resident Yes ☒ No _____ Ward 1 2 3 4 5 6
(if applicable) Item # 7

Related Experience: Civic/Business/Other

See Attached

Personal References (list at least 3)

Dianne Tate
John Lewis
Boyd Pettit
Joe Head

Virginia Peebles (Historic Columbus)
Doug Purcell - Historic Chattahoochee
Comm.

Position Information

Board/Commission applying for: HPC

Reason interested in position (please explain in space provided)

History and historic preservation has been a
lifelong passion of mine - you might even say it is
genetic. If we don't respect and learn from the
past, I question where our future paths will lead
us.

NA Winn
Applicant Signature

8-27-2019
Date

Thank you for your interest in serving our community

Becky Champion was born and raised in Cartersville and is retired from Watershed Protection for the GA Environmental Protection Division where she was the Assistant Branch Chief covering the Coosa-Tallapoosa-Tennessee watersheds and directed the State-Wide Water Planning Program. Prior to and upon retirement she is volunteered and worked part-time with Bartow County on a Food Hub initiative for NW GA which now supports the revitalized Farmer's Market.

Becky has been actively involved with all aspects of adult and youth environmental and historic preservation and education. Some of her past and present community boards include:

Metro North Georgia Water Planning District	Education Advisory Board GA Aquarium
GA Conservancy (1996-2003 Edu. VP)	Harris County Chamber (Pres. 2000-2001)
Institute for GA Environmental Leaders (IGEL)	Callaway Gardens Preserve
Chattahoochee Riverkeeper	Earth Share of Georgia (Chair 2003-2004)
Garden Club of Georgia (Chair, Water initiative)	Apalachicola-Chattahoochee-Flint Alliance
Environmental Education Alliance of GA	GA Adopt-a-Stream Advisory
Georgia Lakes Society	Greater Columbus Chamber of Commerce
Rivers Alive (Founder, Columbus River Cleanup)	The Env't. Resources Network Board (DNR)
Historic Chattahoochee Commission (GA/AL)	Etowah Valley Historic Society
Voyage of Discovery Inc. (Chattahoochee River Tourism)	Mountain Conservation Trust of GA (Chair)

Becky received a B.S. degree from **Brenau College**, a M.S. from **Georgia State University**, and a Ph.D. from the **GA Tech** and currently resides in Cartersville, GA while maintaining a home in Pine Mountain, GA. Her work experience includes faculty positions at Brenau College, Kennesaw State University, Mercer University Southern School of Pharmacy and Columbus State University. While with Columbus State, Becky also was Executive Director of the Oxbow Meadows Environmental Learning Center. She has served the business community as Vice President of Brawley Seed Company (Atlanta) and a stint selling agricultural chemicals for Upjohn Pharmaceuticals in Florida.

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name GAULD BRAD P
 (last) (first) (middle initial)

Address 530 W. MAIN ST., CARTERSVILLE, GA 30120
 (street)

Email Address BRAD@GAULD.COM

Home Phone — Cell Phone 770 634 4765

City Resident Yes ☒ No ☐ Ward 1 2 3 4 5 6
 (if applicable)

Related Experience: Civic/Business/Other

AS A MEMBER OF PACETRA PETROLEUM'S REAL ESTATE TEAM FOR THE
PAST 14 YEARS, I HAVE HAD THE OPPORTUNITY TO PRESENT NUMEROUS
DEVELOPMENTS TO PLANNING/ZONING BOARD & CITY COUNCILS. I BELIEVE
THIS PROVIDES A UNIQUE PERSPECTIVE TO THIS POSITION.

Personal References (list at least 3)

BRIAN THORNTON, VP DEVELOPMENT
JON GARNER, VP F&A
JOSE BARR, FINANCIAL ADVISOR

PACETRA PETROLEUM 770 841 3058
ZAK BAYS 404 895 9015
RAYMOND JAMES 770 608 7009

Position Information

Board/Commission applying for: HISTORIC PRESERVATION COMMISSION

Reason interested in position (please explain in space provided)

AS A CARTERSVILLE RESIDENT FOR THE PAST 6 YEARS, I'VE COME TO APPRECIATE
THE UNIQUENESS OF THE CITY'S HOMES & NEIGHBORHOODS. I BELIEVE IT IS
IMPORTANT TO MAINTAIN THE CITY'S CHARACTER WHILE EMBRACING ENVIRONMENTAL
OPPORTUNITIES. ADDITIONALLY, MY WIFE & I HAVE FIRST-HAND EXPERIENCE WITH
THE HPC AS WE HAVE RECENTLY COMPLETED REMODELING OUR W. MAIN ST. HOME.

[Signature]
 Applicant Signature

9/9/17
 Date

Thank you for your interest in serving our community

Item # 7

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Groven Jeffrey C
(last) (first) (middle initial)

Address 1 ALPINE DRIVE, CARTERSVILLE, GA. 30120
(street)

Email Address Jeffrey Groven @ BENSOUTH.NET

Home Phone _____ Cell Phone 404-694-0550

City Resident Yes ☒ No _____ Ward 3
(if applicable)

Related Experience: Civic/Business/Other

- PRESIDENT OF ALBANY BUSINESS ASSOC. 2012
- FOUNDER OF TASTE OF ALBANY
- PRESIDENT OF ALBANY HIGH SCHOOL COUNCIL
- LAKE ALBANY PRESERVATION AUTHORITY
- CITIZEN OF YEAR POTANY, COBB CHAMBER

Personal References (list at least 3)

MANESA SHORT 678-780-1633
EARLINE BURKE 770-367-4980
TODD GREGORY 678-525-4530
LINDA PYE 770-722-5346

PARRICK JENNINGS 678-767-7169
GRACY CLARK 770-655-0155
CARLA BRANCH 770-546-9492

Position Information

Board/Commission applying for: HISTORICAL COMMISSION

Reason interested in position (please explain in space provided)

I HAVE RENOVATED HOUSES IN ALBANY AND I AM A GEN. CONTRACTOR, I
HAVE A PASSION FOR PRESERVATION AND WANT TO HELP PROTECT THE
CITY OF CARTERSVILLE RICH HISTORY. I THINK MY EXPERIENCE WOULD BE
A NEEDED RESOURCE IN HELPING THE CAUSE.

Applicant Signature [Signature]

Date 8-5-2019

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Lien Release for 48 Pointe North Drive

SubCategory:	Contracts/Agreements
Department Name:	Planning and Development
Department Summary Recommendation:	The home at 48 Pointe North Drive was purchased as part of the "First Time Homebuyers Program". The applicant has fulfilled her obligation of five-year ownership as set forth in the program. She is in the process of selling the home and is requesting the Quit Claim Deed release (see attached). This is a standard process, and since the applicant has fulfilled her obligation, staff recommends your approval to authorize said release.
City Manager's Remarks:	Your approval to authorize the quit claim deed release is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Return Recorded Document to:
F. LEE PERKINS, P.C.,
327 E. MAIN ST.
CARTERSVILLE, GA 30120
File #L19577

CROSS REF: DEED BOOK
2421, PAGE 423, BARTOW CO. Attachment number 1 \nPage 1

STATE OF GEORGIA, COUNTY OF BARTOW

QUITCLAIM DEED

THIS INDENTURE, Made the _____ day of _____, **2019**, between **CITY OF CARTERSVILLE** of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **CLARE DIANNE HERMANN** of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, and in Land Lot 166 of the 4th District, 3rd Section, Bartow County, Georgia, and being part of Lots 4 and 5 of Pointe North Subdivision, Phase 2, as shown by plat thereof for Kay Wilson recorded at Plat Book 46, Page 30, Bartow County, Georgia, records, which plat is incorporated herein by reference and made a part hereof for a more complete description of the property conveyed.

THIS DEED IS GIVEN FOR THE PURPOSE OF RELEASING THE WITHIN DESCRIBED PROPERTY FROM THAT CERTAIN SECURITY DEED BETWEEN THE PARTIES HEREIN DATED MAY 24, 2010, RECORDED IN DEED BOOK 2421, PAGE 423, BARTOW COUNTY, GEORGIA, LAND RECORDS.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

CITY OF CARTERSVILLE

Signed, sealed and delivered in the presence of:

_____(Seal)
BY:

(Unofficial witness)

_____(Seal)
ATTEST:

(Notary Public)



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Small Wireless Facility Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	This ordinance is required by law in the State of Georgia. Chapter 22. Streets and Sidewalks, in the City of Cartersville Code of Ordinances is being amended by creating a new Article VI. Wireless Facilities and Antennas Ordinance.
City Manager's Remarks:	This is a requirement of Georgia state law. The ordinance will allow for a new article in Chapter 22 of the ordinances and creates a new article concerning wireless facilities and antennas. This is the second reading. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 22. STREETS AND SIDEWALKS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE VI. WIRELESS FACILITIES AND ANTENNAS ORDINANCE

Sec. 22-141. – Purpose and Compliance.

(a) O.C.G.A. § 32-4-92(a)(10) authorizes the City of Cartersville, Georgia (the “City”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the City.

(b) The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.

(c) The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents’ quality of life.

Sec. 22-142. - Definitions

(a) Unless defined below, terms used in this Ordinance shall have the meanings given them in O.C.G.A. § 36-66C-2.

Sec. 22-143. – Permits

(a) A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

(b) Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the City of Cartersville Planning and Development Department for a permit. Applications are available from the City of Cartersville Planning and Development Department

[The application template is included as Exhibit A to this Ordinance]. Any material change to information contained in an application shall be submitted in writing to the City of Cartersville Planning and Development Department within 30 days after the events necessitating the change.

(c) As part of their application applicants must show that such pole and support structure does not conflict with any other existing underground or buried utilities located within said right of way, or in the area designated for underground utilities pursuant to the City of Cartersville Code of Ordinances.

(d) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

(e) The City of Cartersville Planning and Development Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

(f) Applications for permits shall be approved except as follows:

(1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:

a) the applicant has the right to collocate subject to reasonable terms and conditions; and
b) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(2) The City of Cartersville Planning and Development Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(3) For applications for new poles in the public right of way in areas zoned for residential use, the City of Cartersville Planning and Development Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the City of Cartersville Planning and Development Department's proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

(g) A permit issued under this Ordinance shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

(h) Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

(i) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

(j) The City may revoke a permit issued pursuant to this Ordinance if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to Section 3.10.

(k) If a wireless provider occupies the public rights of way without obtaining a permit required by this Ordinance or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed \$1,000.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this Ordinance until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(l) All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

(m) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

(n) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

(o) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.

(p) Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

(q) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

Sec. 22-144. - Removal; Relocation; Reconditioning; Replacement; Abandonment

(a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).

(b) In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The City may suspend the ability of the person to receive any new permits under Ordinance until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(c) If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

(d) The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

(e) A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

Sec. 22-145. – Standards.

(a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Ordinance; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).

(1) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(3) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(4) New small wireless facilities in the public right of way collocated on a new or replacement pole under Section 22-144(a)(1) or (2) may not extend above the top of such poles.

(b) A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.

(c) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be

designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

(5) Permittees shall not place or maintain signage on communications facilities, including small cell facilities or utility poles for deployment of small cell facilities, in public rights-of-way, unless otherwise required by federal or state law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.

(6) A Small Wireless Facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, a permit issued by the City, or state and federal laws and regulations or as permitted by the City.

(7) All proposed new or replaced utility poles for deployment of small cell facilities shall meet the design standards contained in this code section, or the License Agreement and permit, unless waived by the Mayor and City Council.

(i) A replaced or restructured utility pole to accommodate the deployment of a Small Wireless Facility shall be in the same location as the original utility pole.

(ii) The replaced or restructured utility pole shall be substantially similar in finish, base and pole design, diameter, material and height as the original pole being replaced, unless the City requires a different design, color or composition to be consistent with applicable City standards for new utility poles.

8. New utility poles shall be designed to be substantially similar in design to other utility poles in the same block or vicinity of the public right-of-way. Such design aspects to follow include the material, base, pole diameter and style, location and style of attachments, finish, and cap, as applicable. By way of example, if existing utility poles in the same are of the public rights-of-way are light poles, the new utility pole should be designed substantially similar to such light poles and to the extent consistent with location context regulations, equal distance between existing poles. "Tot the extent not inconsistent with applicable law, any such stealth utility pole for deployment of a Small Wireless Facility shall function in the same manner as the facility it is intended to resemble in compliance with the City Code, at the expense of the permittee. By way of example, if a permittee installs a utility pole for deployment of a Small Wireless Facility to resemble a nearby light pole, the facility should include a light that is operated in the same manner as other light poles, at the applicant's expense unless and until ownership of such pole is transferred to the City.

9. Notwithstanding this subsection, if the proposed location of a new utility pole for deployment of a Small Wireless Facility is within a public right-of-way that is within a particular special district, zoning district, character area, overlay district, historic district or

property, or a homeowners' association that has design standards applicable to utility poles, such proposed utility pole shall substantially comply with such design standards.

10. This subsection does not authorize the installation of a new utility pole for deployment of a Small Wireless Facility in a location that is otherwise prohibited pursuant to court order or applicable codes.

11. Attachment authorization. Any Small Wireless Facilities that require installing, collocating, modifying or replacing wireless attachments and ancillary equipment to a pole or support structure, or otherwise attaching or using a third party's pole shall require, in addition to obtaining a permit, the applicant to submit evidence that the applicant has authorization allowing the placement of the Small Wireless Facility on the pole or other support structure.

12. Small Wireless Facilities and wireless attachments shall be operated and maintained in a manner that does not interfere with public safety, utility, or public works equipment.

(d) Stealth design for deployment of Small Wireless Facility.

(1) Wires, cables and equipment to be deployed on a utility pole shall be within the utility pole or if not possible to being installed within the utility pole, covered with a shroud. No exposed wires or cables are permitted.

(2) If the utility pole for the proposed deployment of a Small Wireless Facility is a light pole, a street light fixture substantially similar in design to the existing street light fixture shall, to the extent technically feasible, be used to camouflage the Small Wireless Facility such as through replacement of the cobra head with a new cobra head containing the Small Wireless Facility, or a side-mounted light may be replaced with a substantially similarly designed side mounted light containing the Small Wireless Facility. Unless consistent with the design of the utility pole, a Small Wireless Facility shall not be deployed on a mast of a utility pole. Any street light fixture installed by the permittee shall be maintained in good working order by the permittee at its cost unless and until ownership of such pole is transferred to the City.

(e) Wireless Equipment not deployed on utility poles or existing structures.

(1) Ground-mounting Wireless Facility up to 28 cubic feet, in dimension shall be located within a ten (10) foot radius of the existing structure r utility pole for the collocated Small Wireless Facility.

(2) The ground-mounted Wireless Facility shall be architecturally designed consistent with the City's design style. Ground-mounted Wireless Facilities up to 28 cubic feet shall have a non-reflective finish of a neutral color consistent with the predominant background color of the attachment or the surrounding landscape and placed on a concrete base surrounded by appropriate landscaping for the area. Alternatively, the permittee may

propose a Small Wireless Facility that would be substantially similar in terms of material, design and color finish to other at-grade City owned infrastructure within 500 feet of the proposed location in the public rights-of-way such as waste receptacles or City rights-of-way infrastructure.

(3) To the extent consistent with applicable codes, at the City's direction the permittee owner of a ground-mounted Small Wireless Facility in the public rights-of-way shall conceal the facility with landscaping and plantings consistent with other landscaping in the area. In areas with landscaped swales, the Small Wireless Facility must be within the swale and concealed with consistent landscaping. Landscaping and plantings pursuant to this subsection shall be subject to the City's approval and be maintained by the permittee at its sole cost and expense consistent with the City Code for so long as the Small Wireless Facility remains in the public rights-of-way.

(f) Undergrounding Provisions.

(1) Applicant shall comply with nondiscriminatory undergrounding requirements that prohibit electric utilities, telecommunications or cable providers from installing structures in the rights-of-way without prior zoning approval in areas zoned for single family residential use, provided such requirements shall not prohibit the replacement of existing structures with structures whose design the City expressly consents to.

(g) Development Standards.

In addition to the requirements detailed elsewhere in this Ordinance, the following development standards shall apply to all Small Wireless Facilities governed by this Ordinance:

(1) Any Small Wireless Facility attached to a pole hosting a street light, traffic light, or other public safety purpose shall only be permissible to the extent it does not interfere with the operation of any public safety function or public safety communications. If in the City's sole discretion it is determined that a particular pole or location cannot support a Small Wireless Facility, without interfering with or otherwise affecting the reliability performance, safety, or other functional aspects of such a pole, the City may deny a permit to install Small Wireless Facility on such a pole, or to construct a new or replacement utility pole or wireless support structure, at such a location, to the extent permissible by law.

(2) All Small Wireless Facilities shall incorporate Concealment Elements to the maximum extent technically and economically feasible and as appropriate to the site and type of facility. Specifically, all small wireless facilities shall employ and maintain camouflage design techniques to minimum visual impacts and provide appropriate screening. Such techniques shall be employed so that the installation, operation, and appearance of the small wireless facilities will be consistent with the character of the surrounding area or the structure to which the small wireless facility is attached.

(3) Wireless providers may place new poles or wireless support structures in the rights-of-way, but only where there are existing above-ground utility poles and the poles must be removed if other such poles are removed, unless those poles would meet the requirements of this subsection as permissible new poles. Specifically, and furthermore, a new pole is only permitted if the Applicant can show:

i. Existing utility poles or other support structures cannot be used to support the small wireless facilities, or would require a modification that would make the addition of an additional utility pole or wireless support structures less intrusive or safer;

ii. The pole or support structures to be installed will be similar in size and design to existing poles, and placed approximately to minimize intrusiveness and to avoid creating undue hazard to persons or property; and

iii. The Applicant demonstrates that the denial of the application would prohibit or have the effect of prohibiting the provision of personal wireless services, within the meaning of 47 USC §332(c)(7) as interpreted by precedent binding in the Eleventh Circuit Court of Appeals.

(4) Every new utility pole or wireless support structure shall be a monopole rather than a lattice tower or guy-wire support tower, unless otherwise authorized.

(5) No facility shall be built so as to cause the right-of-way in which the facility is located to fail to comply with the Americans with Disabilities Act or otherwise obstruct access.

(6) All facilities shall be designed so as to be resistant to and minimize the opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions, which would result in hazardous conditions, visual blight, or attractive nuisances.

(7) Any equipment that is not installed underground shall be screened by structures, topography, or vegetation to the maximum extent technically and economically feasible. Coaxial cables, conduit lines, and electrical boxes for ground-mounted wireless equipment shall be placed underground or within approved structures to the extent feasible.

(8) Wireless providers shall be encouraged to design small wireless facilities to serve as public art, flagpoles, or artificial natural features such as trees or rocks where such designs are appropriate and technically and economically feasible.

(9) Unless otherwise required by city, county, state, or federal rules or regulations, small wireless facilities shall have non-reflective finish and shall be neutral color consistent with the predominant background color.

(10) Signal lights or illumination shall be prohibited unless required by the FCC or Federal Aviation Administration.

(11) The facilities shall not bear any signage, other than certification, warning, information, safety, and directional signage, or other non-commercial signage required by law, or expressly permitted by the City.

(12) Any facility occupying a City-owned pole is only permissible to the extent the existing function of the pole is not impeded. In particular, street lights and traffic lights' power supplies may not be used by applicants. When attaching to City-owned poles, applicants are responsible for securing separately metered power for their facilities, and are responsible for any and all costs incurred in modifying a pole to support additional power supplies. In all other cases, applicants are responsible for ensuring that their power supply arrangements with electric utilities do not result in any incremental cost increase to the City.

(13) In the event a replacement pole is required, the applicant shall notify the pole owner of the date of the City's action approving the new pole and the old pole shall be removed within ninety (90) days of the placement of the replacement pole.

(h) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Ordinance and (ii) compliance with applicable codes.

(i) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Ordinance and (ii) compliance with applicable codes.

(j) Whenever possible, each provision of this Ordinance, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Ordinance is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Ordinance will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

Sec. 22-146. – Effect of Permit.

(a) A permit from the City authorizes an applicant to undertake only certain activities in accordance with this Ordinance, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-way.

(b) No permit for construction issued under this Ordinance shall be valid for a period longer than twelve (12) months unless construction has actually begun within that period and is thereafter diligently pursued to completion.

Sec. 22-147. – Waivers.

A request for waiver of the design standards for a proposed small wireless facility that does not satisfy these design guidelines shall be submitted to the public works department for review and approval prior to the permittee submitting an application. The City Manager or designee reserves the right to submit any application for small wireless facility permit to the City Council with notice to the applicant, to determine if such proposed facility is consistent with the City's objective design standards. The City shall approve or deny the request for a waiver in writing within thirty (30) calendar days. If a decision is not received by the applicant on day 30, the proposed design is deemed approved. After thirty (30) calendar days, the applicant shall submit its application, which the City shall process in accordance with the timelines established by Title 36. Chapter 66C of the Georgia Code.

Sec. 22-148. – Variance and Appeal Process.

(a) Any applicant desiring relief or exemption from any aspect or requirement of this Ordinance may request the Planning and Development Department, in the case of volume of the deployment, or in any other case, provided that the relief or exemption is contained in the original application, or in the case of an existing or previously approved application a request for alteration of its proposed facilities. In determining the variance requested, the Planning and Development Director shall consider the elements established in subsection (b) below. In the event applicant submits an application for a variance, or any appeal of a departmental decision, applicant shall agree to toll the shot clock or application processing deadlines found in federal, state, or local law for a reasonable amount of time for the City to act upon any such request.

(b) In the event the applicant is not satisfied with the decision of the Planning and Development Director, the applicant may take an appeal to the City Council. If such appeal is filed with the City Clerk within fifteen (15) days of the final decision by the Planning and Development Director, which filing shall include all grounds to be asserted for the appeal. Such relief may be temporary or permanent, partial or complete, at the sole discretion of the City Council. In exercising its discretion, the Council may consider the following factors: (1) the number of small wireless facilities on the same street, (2) the number of small wireless facilities within 100 feet of the proposed note, (3) the volume of other small wireless facilities on the same street, (4) the character area of the street on which the new deployment is proposed, (5) the proposed (if any) camouflage efforts to conceal or blend the facility into the surrounding flora and landscape, (6) the need of the note or small wireless facilities in the precise location proposed, and (7) the proposed deployment does not adversely affect the health, safety, and welfare of the citizens and residents of the City. However, the burden of proving the need for the requested relief or exemption is solely on the applicant to prove to the satisfaction of the Council by clear and convincing evidence. The applicant shall bear all costs of the City Council in considering the request and the relief shall not be transferable to a new or different holder of the permit or owner of the facilities without the specific written permission of the Council.

Sec. 22-149. – Effective Date.

The effective date of this Ordinance shall be: October 1, 2019.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

CITY OF CARTERSVILLE

APPLICATION FOR A PERMIT TO COLLOCATE SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY OR TO INSTALL, MODIFY OR REPLACE A POLE OR DECORATIVE POLE IN THE PUBLIC RIGHT OF WAY FOR COLLOCATION OF A SMALL WIRELESS FACILITIES

OVERVIEW

Section 3.1 of the City Wireless Facilities and Antennas Ordinance requires any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way to submit an application to the City of Cartersville Planning and Development Department for a permit. This application is required to receive a permit. Any material change to information contained in an application shall be submitted in writing to the City of Cartersville Planning and Development Department within 30 days after the event necessitating the change.

This application **may not** be used:

- For approval to place facilities outside of the public rights of way.
- New, modified, or replacement poles installed in the right of way in a historic district or an area zoned primarily for residential that exceed 50 feet above ground level.
- New, modified, or replacement poles installed in the right of way outside of a historic district or an area zoned primarily for residential that exceed the greater of: (i) 50 feet above ground level and (ii) 10 feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole.
- New small wireless facilities in the public right of way and collocated on an existing pole or support structure that exceed more than ten feet above the existing pole or support structure.
- New small wireless facilities in the public right of way collocated on a new or replacement that extend above the top of such poles.
- Installation, modification or replacement of a support structure.
- Any modification, maintenance, repair, or replacement that is not set forth in subsections (e) and (f) of O.C.G.A. § 36-66C-6 or that is not eligible for administrative review under O.C.G.A. § 36-66C-7.

The following Application and Permit Form is numbered and corresponds with the information required by O.C.G.A. § 36-66C-6(d).

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(d)(1): Applicant and Consultant Name and Contact Information

Applicant	Consultant
Applicant Name: _____	Contractor Name: _____
Address: _____ _____	Address: _____ _____
City: _____	City: _____
State / Zip Code: _____	State / Zip Code: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contact Person Name: _____	Contact Person Name: _____
Contact Person Number: _____	Contact Person Number: _____
Email Address: _____	Email Address: _____
24 Hour Contact Information:	24 Hour Contact Information:
Name and Title: _____	Name and Title: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(d)(3) General Description of Work

Work Location in ROW: _____

Describe Scope of Work:

Number of Metal or Concrete Poles: _____

Number of Wood or Composite Poles: _____

Total Linear Footage: _____

Project Start Date: _____

Projected End Date: _____

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(4) – Detailed Construction Drawings

**INSERT
DRAWINGS
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

**(d)(5) – Structural Report
[Collocation Only]**

**INSERT
REPORT
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(d)(6) – Visual Depictions or Representations
[Above-Ground, If Not Included in Construction Drawings]

**INSERT
VISUAL
DEPICTIONS
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(7) – Location of Facilities Relative to the Boundaries of the Rights of Way

**INSERT MAP
HERE OR
ATTACH**

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

**(d)(8) – Certification that Application Complies with subsection (k) of O.C.G.A. § 36-66C-6(k)
[Installation of Poles or Replacement of Decorative Pole Only]**

Applicant has determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:

- (1) The wireless provider has the right to collocate subject to reasonable terms and conditions; and
- (2) Such collocation would not impose technical limitations or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(9) – Certification Regarding Permission to Collocate

[Collocation on a Pole or Support Structure Owned by a Third Party other than an Authority Pole or Decorative Pole]

Applicant permission from _____, the owner of the [pole / support structure] upon which Applicant's small wireless facility will be collocated.

APPLICATION AND PERMIT FORM

City of Cartersville

PLANNING AND DEVELOPMENT DEPARTMENT

(d)(10) – Certification of Non-Wireless Services Provider [Applicant is not a Wireless Services Provider]

_____, a wireless services provider, has requested in writing that Applicant collocate the small wireless facilities or install, modify, or replace the pole or decorative pole at the requested location.

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

Applicant Certification

Applicant agrees to indemnify and hold harmless the **City** and all officers, employees or agents of the **City** consistent with the provisions of O.C.G.A. § 36-66C-15.

This permit is requested this _____ day of _____ in the year 20____.

 By Signature

 By Witness Signature

 Printed Name Title

 Title/Position

>>>FOR STAFF USE ONLY<<<

DATE RECEIVED: _____

PERMIT #: _____

OF FACILTIES: _____

Permit is hereby: ☐ Approved ☐ Denied

Reason for Denial:

Permit Fee Calculation

36-66C-5.

- (1) A fee for each application for the **collocation** of each small wireless facility on an existing pole assessed by the authority not to exceed \$100.00 per small wireless facility;
- (2) A fee for each application for each **replacement pole** with an associated small wireless facility assessed by the authority not to exceed \$250.00;

APPLICATION AND PERMIT FORM
City of Cartersville
PLANNING AND DEVELOPMENT DEPARTMENT

(3) A fee for each application for each **new pole** with an associated small wireless facility assessed by the authority not to exceed \$1,000.00 per pole with an associated small wireless facility;

- ☐ **Collocation - \$100.00 per small wireless facility**
- ☐ **Replacement Pole - \$250.00 per small wireless facility**
- ☐ **New Pole - \$1,000.00 per pole with an associated small wireless facility**

Permit Granted by: _____ Date: _____



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Right of Way Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	It is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations be amended by creating a new Article XII, Right-of-Way Ordinance.
City Manager's Remarks:	This is the second reading. Your approval of the Right of Way Ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, P.C.

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

David G. Archer
E. Keith Lovell

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

MEMORANDUM

TO: Mrs. Tamara Brock, City Manager
Mr. Dan Porta, Assistant City Manager
Mr. Dereck Hampton, Electric Superintendent
Mr. Randy Mannino, Planning & Development Director
Mr. Tommy Sanders, Public Works Director
Mr. Wade Wilson, City Engineer

FROM: E. Keith Lovell, Assistant City Attorney

DATE: August 23, 2019

RE: Wireless Facility Fees

The right-of-way use fees and applications fees to be paid by wireless providers to the City for the use of the right-of-way and associated application processing is as follows:

Application Fee:	Use of ROW rate:
• \$100 for collocations	• \$100/year for collocation on existing/replacement pole
• \$250 for replacement poles	• \$200/year for new poles
• \$1000 for new poles	• \$40/year attachment rate each collocation on a city pole

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 DEVELOPMENT REGULATIONS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE XII. RIGHT-OF-WAY ORDINANCES

1.

Sec. 7.5-280. - Title.

This article shall be known as the "City of Cartersville Right-of-Way Ordinance."

Sec. 7.5-281. - Purpose.

The purpose of this article is to provide for the regulation of the City of Cartersville street rights-of-way, pursuant to the powers vested in the city by O.C.G.A. § 32-4-42 and § 32-6-1. It is further the purpose of this article to:

- (1) Protect the public health, safety and welfare by ensuring that new mailbox supports erected in the right-of-way are constructed so as not to pose a hazard to street users; and
- (2) Prevent encroachments into the city rights-of-way and provide for removal of said encroachments, to secure the public health, safety and welfare.

Sec. 7.5-282. - Definitions.

The following words shall have the following meanings in this article. Except as specifically defined herein all words used in this article shall carry their customary meaning as defined by a standard dictionary.

Public Works Director means the official who is the department head of the City of Cartersville Public Works Department, or his or her designee.

Encroachments means any building, structure, or vehicle, or other object or thing (including but not limited to mailboxes, signs, cars, gates, walls, sprinkler systems, trees, posts, etc.) which is located in the right-of-way.

Encroach means to be within the right-of-way.

Materially injure means damaging the pavement or right-of-way to the extent that a repair is or will be required by the Public Works Department in order to bring the pavement or right-of-way back to city standards. It shall also mean causing more than \$50.00 damage to the right-of-way or pavement, considering the labor cost and materials to repair the injury, whether or not such repair is undertaken by the Public Works Department.

Obstruct, includes without limitation, the causing of any buildup of rock, gravel, mud, dirt, chemicals, or other materials by continued ingress or egress of vehicles or of any natural waters dammed or redirected by diversion to an extent which presents a hazard to the traveling public. It

shall also include negligently or intentionally dropping objects onto the street that present a hazard to the traveling public, including ladders, trash, debris, branches, cement, etc.

Right-of-way means any right-of-way that has been accepted by The City of Cartersville into the city streets, and such term includes the full width of the right-of-way, and not just width of the pavement. Such term also includes rights-of-way acquired by prescriptive easement, or pursuant to O.C.G.A. § 44-5-163 or O.C.G.A. § 32-3-3, or any other means.

Sec. 7.5-283. - Prohibitions.

- (a) It shall be unlawful for any person to obstruct, encroach upon, or injure materially any part of any city right-of-way or city street pavement.
- (b) No encroachments are permitted in any right-of-way of the City of Cartersville without permission of the Public Works Director, unless otherwise permitted by this article.
- (c) No building, structure, service area, or required off-street parking and loading facilities, except driveways, shall be permitted to encroach on city rights-of-way.
- (d) The city shall owe no compensation for removal of illegal encroachments or obstructions.

Sec. 7.5-284. - Permitted encroachments.

- (a) *Driveways.* Driveways (including paved, masonry, asphalt, etc) are permitted to encroach on the right-of-way. A driveway permit shall be required and the lot owner shall secure permission for any new driveway from the Public Works Department. Driveways must meet sight distance requirements of Public Works Department, and must be constructed in compliance with city requirements for stormwater drainage/piping.
- (b) *Landscaping.* Limited landscaping is permitted in the city right-of-way, including grass, flowers and shrubs not in excess of two feet in height. Trees shall not be planted in the right-of-way. Irrigation systems shall not be installed in the right-of-way.
- (c) *Mailbox support structures.* The city permits limited encroachment of the right-of-way for mailbox support structures, which meet the following standards:
 - (1) The use of massive mailbox support structures that, when struck, could damage vehicles and cause serious injury to vehicle occupants are prohibited. Heavy metal posts, concrete posts, brick bases, and miscellaneous items such as farm equipment or supports filled with concrete are also prohibited and cannot be used for mailbox supports.
 - (2) Acceptable mailbox supports include: a) a single four-inch by four-inch or four-inch diameter wooden post; b) a metal post with strength no greater than a two-inch diameter standard strength steel hollow pipe; or c) other support of no greater strength, as approved by the street department, as in accordance with the standards of the AASHTO Streetway Design Guidelines for mailbox structures, which are incorporated herein by reference. In the event the property owner has any question as to whether the proposed mailbox support will be permitted, the Public Works Department should be consulted.
 - (3) Mailbox supports must be embedded no more than 24 inches into the ground. A metal post shall not be fitted with an anchor plate, but it may have an anti-twist device that extends no more than ten inches below the ground surface.

- (4) Mailboxes. The post-to-box attachment details should be of sufficient strength to prevent the box from separating from the post top if a vehicle strikes the installation. The mailbox itself should be of lightweight steel, wood, or plastic/composite construction, and meeting U.S. Postal Service regulations.
- (d) *Driveways*. New driveways for single family residences tying into existing the City of Cartersville streets must receive a driveway permit from the Public Works Department prior to constructing a driveway. The applicant shall submit information on a form issued by the Public Works Department regarding the location, proposed size and construction, and other relevant information. New driveways on commercial or industrial or other non-residential developments shall be approved through the permit process for the engineering department. If a new commercial or industrial or other non-residential development is of a type that does not require engineering department approval, the applicant shall still require a driveway permit prior to construction.
- (e) *Utility work*. The city permits utilities to encroach in the right-of-way subject to the terms of the City of Cartersville Utility Accommodation Ordinance and Wireless Facilities and Antennas Ordinance. Such work shall require issuance of surety to secure performance of the work and a warranty and maintenance period, as stated in that ordinance.
- (f) *Projects tying into the City of Cartersville rights-of-way*. New developments that tie into existing City of Cartersville street rights-of-way are permitted, with the permission of the Public Works Department. Approval is given as a part of the approval process through the engineering department under the development regulations. If any new construction or development requires tying into a city street but does not require a land disturbance permit or any development approval from the engineering department, the applicant must submit plans to the Public Works Department prior to beginning construction and secure a permit. In all cases, surety shall be required as stated in subsection (h) below; no work shall be permitted in a City of Cartersville right-of-way without a surety.
- (g) *Permitted improvement of existing City of Cartersville streets*. In certain circumstances, a developer or other party may be permitted or required to improve City of Cartersville streets. In such circumstances, the plans typically shall be approved through the engineering department and a surety posted in accordance with the development regulations for work in an existing city right-of-way. The amount of the surety shall be sufficient to pay for the project, including associated utility relocations/installations and stormwater controls. In the event the development does not require approval through the engineering department, a permit shall be secured through the Public Works Department. In all cases where work is performed in a City of Cartersville right-of-way, surety shall be required as stated in subsection (h) below; no work shall be permitted in a City of Cartersville right-of-way without a surety.
- (h) *Surety to city*. Prior to issuance of an approval to work in a City of Cartersville right-of-way, except as otherwise approved under the utility accommodation ordinance, Wireless Facilities and Antennas Ordinance, or Franchise Agreement, the party seeking to perform the work shall cause to be executed in favor of City of Cartersville surety in the form of a performance and maintenance bond, an irrevocable standby letter of credit, or an escrow deposit. The surety must be accepted and approved by the Public Works Department before any permit can issue. In the event the work in the right-of-way is related to a development approved through the engineering department, the surety requirements of the City of Cartersville Development

Regulations (which are essentially identical to the requirements below) shall control, and the surety shall be administered by the city engineer. However, if the project is not approved through the engineering department, the surety requirements below shall apply, and the surety shall be administered by the Public Works Department.

- (1) *Purpose.* The purpose of the surety shall be the following: 1) to ensure proper construction of any work performed in existing City of Cartersville rights-of-way (whether street improvement, tying into an existing right-of-way or other purpose); 2) to provide a guaranty for the warranty and maintenance period applicable to any work in any existing city right-of-way.
- (2) *Approval.* The surety shall only be issued in a form approved by the City of Cartersville. The language of the surety and the term of the surety must be approved by the City of Cartersville prior to issuance. The City of Cartersville has forms it prefers that surety companies use, and those can be provided upon request; otherwise, the form of the surety shall be approved by the Public Works Department prior to acceptance of the surety. Any irrevocable standby letter of credit or surety bond shall be issued by a company or financial institution authorized to do business in the State of Georgia. Irrevocable standby letters of credit shall be issued in accordance with the current International Chamber of Commerce (ICC) publications governing such letters of credit, and must be issued by a bank having a physical branch in the City of Cartersville, which shall be the place of tender of the draft on said letter of credit. The City of Cartersville reserves the right to demand a specific form of surety from an applicant that has tendered unsatisfactory surety in the past. The City of Cartersville reserves the right to reject a surety from a financial institution or insurance company that has provided an unsatisfactory surety in the past. Escrow shall mean deposit of good funds in a bank of the City of Cartersville's choosing pursuant to escrow instructions issued by the City of Cartersville.
- (3) *Scope.* In each case, the surety guarantees that all applicable provisions of any City of Cartersville Ordinances are complied with, including but not limited to, the City of Cartersville Development Regulations, the Utility Accommodation Ordinance, City of Cartersville Standard Street Details, and the regulations promulgated under each of the foregoing.
- (4) *Amount and term.* The amount of the surety depends on the project, and shall be set by the Public Works Department relying on experience with similar projects and the applicant, knowledge of material and labor costs, and investigation of additional costs. The amount shall be sufficient to secure performance of the work and compliance with the city ordinances and regulations. For work in existing city rights-of-way (whether improving existing streets, tying into existing streets, or other purposes), the amount of surety shall be sufficient to ensure repair the streets after any planned work, including associated utility relocations/installations and stormwater controls, that are part of the project being approved; the minimum \$25,000.00. The foregoing amount is a minimum and can be increased based on a more complex or expensive project, difficult terrain or other factors that would make the remedial work more expensive. No additional separate amount of surety shall be required for maintenance purposes. The term of any surety shall extend for the period from the issuance of the permit until the project is completed, and additionally beyond that for the duration of the warranty and maintenance period.

- (5) *Partial release.* Once a project has been inspected and completed, the city may, at the discretion of the Public Works Department, release a portion of the surety amount; the remainder shall be kept as surety for the maintenance period. Once the applicable maintenance period has passed, the remaining surety amount shall be released.
- (6) *Prerequisite; calling surety.* No permit or approval for work in the right-of-way shall be issued by the Public Works Department until the surety has been furnished to the city, in a form acceptable to the city. If the developer does not comply with these regulations, other applicable City of Cartersville Ordinances and regulations, or with the conditions of the permit after issuance, the city may call the surety, or any part thereof, to be forfeited and may use the proceeds to perform the work or hire a contractor to remedy the defects, whether that means installing soil erosion and sedimentation prevention measures, completing paving and street work, or completing other work.
- (7) *Waiver.* The Public Works Department shall be authorized, but not required, to reduce or waive the surety requirement for projects undertaken by a municipal government in the city. The surety requirement may also be waived by the Department Head's discretion, for utilities that have demonstrated a history of compliance with this Ordinance, financial responsibility, quality work, and prompt responsiveness.
- (i) *Warranty.* Any permit holder working in the right-of-way shall provide a two-year warranty for any work conducted under authority of this article. The two-year warranty shall commence upon the completion of the work. The surety shall remain in effect during the warranty period. During the warranty period, the permit holder shall be responsible to repair any defects in the work or repair, or correct any deficiencies that are not up to the standards and regulations of the city ordinances.

Sec. 7.5-285. - Non-conforming encroachments.

- (a) All encroachments pre-existing the date of adoption of this article may remain as non-conforming encroachments, unless and until removal is ordered by the Public Works Director, for utility work, street work or other work necessitating access to the right-of-way. For pre-existing encroachments, the city shall give 30 days' notice of removal (unless the encroachment presents a safety hazard).
- (b) Any structure pre-existing the article which is damaged or removed shall not be replaced in kind and must be replaced in accordance with the requirements of the article.
- (c) The city shall owe no compensation for removal of non-conforming encroachments.

Sec. 7.5-286. - Administration and enforcement.

- (a) *Administration.* This article shall be administered by the Public Works Director. The Public Works Director shall have the authority to issue permits for encroachments in the rights-of-way not specified above, and any question of interpretation or administration shall be determined by that official. The appeal of any decision by the Public Works Director shall be to the Mayor of The City of Cartersville.
- (b) *Enforcement powers.* The Public Works Director and the city police, as well as city code enforcement officers, and city attorney, are empowered to enforce this article. The foregoing shall be empowered to issue citations, seek other civil relief, or issue stop work orders for

violations of this article. Any person, firm, partnership, corporation or other legal entity who shall do anything prohibited by this article as the same exists or as it may hereafter be amended or which shall fail to do anything required by this article as the same exists or as it may hereafter be amended shall be subject to an enforcement action.

- (c) *Right of removal.* The Public Works Department shall have the authority to remove without notice any encroachment or obstruction of the right-of-way. The Public Works Department shall also have the authority to issue a notice of removal to property owners giving them up to 30 days to remove an unpermitted encroachment.
- (d) *Criminal prosecution.* The Public Works Director, city police, or designated code enforcement personnel, or other authorized personnel, may issue criminal citations for violations of this article, or violation of any stop-work order.
 - (1) Criminal prosecutions for violation of this article shall be commenced by the completion, signing, and service of a citation by an authorized city official. No warning need be issued prior to a citation being issued. The original of the citation shall be personally served upon the accused, his or her authorized representative or, if a corporation, an officer of the corporation or its on-site representative or the person or persons in charge of the activity on the property, and a copy shall be promptly filed with the municipal court. A stop-work order may be issued in conjunction with a citation.
 - (2) Each citation shall state the time and place at which the accused is to appear for trial in municipal court, shall identify the offense with which the accused is charged, shall have an identifying number by which it shall be filed with the court, shall indicate the identity of the accused and the date of service, and shall be signed by the city police or other authorized officer who completes and serves it.
 - (3) Any defendant who fails to appear for trial shall thereafter be arrested on the warrant of the municipal court judge and be required to post a bond for his or her future appearance.
 - (4) The city attorney or another attorney designated by the City of Cartersville may act as prosecuting attorney for violations of this article.
 - (5) Minimum fines for violations of this article shall be \$200.00 for the first violation, and \$400.00 for subsequent violations. The maximum permissible fine shall be \$1,000.00 per offense, and reimbursement costs.
 - (6) Daily violations. Each day during which the violation or failure or refusal to comply continues shall constitute a separate violation, subjecting the offender to a new citation, or other civil or criminal proceeding.
- (e) *Civil fines and proceedings.* In addition to or in lieu of any other remedy, the city may seek injunctive, mandamus or other appropriate relief in superior court to enjoin or prevent a violation of any provision of this article. Such action may also seek civil fines at the mandatory rates specified in subsection (d)(6) above for violation of this article, and may additionally seek the costs of restitution, and any other costs associated with the action to enjoin or prevent any violation of any provision of this article. The city shall be entitled to its reasonable attorney's fees and costs for bringing an action in municipal or superior court wherein any relief is granted or fine assessed.

- (f) *Stop work orders.* Upon notice from the Public Works Director, work on any encroachment into the right-of-way that is being done contrary to the provisions of this article, or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Public Works Director shall not be required to give a written notice prior to stopping the work, with a written order to be provided within three working days.
- (g) *False statements.* The Public Works Director may revoke a permit or approval, issued under the provisions of this article, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- (h) *Permit revocation.* The Public Works Director may revoke a permit or approval, issued under the provisions of this article, upon determination by the Public Works Director that the structure or encroachment for which the permit or approval was issued is in violation of, or not in conformity with, the provisions of this article.
- (i) *Notice of removal.* Where the Public Works Director determines that an encroachment must be removed from the right-of-way for construction, maintenance or safety purposes, he may (but is not required to unless otherwise specified herein) issue a notice of removal, giving up to 30 days to remove the structure. After the deadline, the structure may be removed by the city with the costs to be charged to the property owner. The owner may also be cited, fined or have other enforcement action taken against him to secure compliance with this article and/or reimbursement.

Sec. 7.5-287 – 299. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Utility Accommodations

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	It is recommended that the City of Cartersville Code of Ordinances, Chapter 7.5 Development Regulations, be amended by creating a new Article XI, Utility Accommodations.
City Manager's Remarks:	This is the second reading. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 7.5 DEVELOPMENT REGULATIONS, IS HEREBY AMENDED BY CREATING A NEW ARTICLE XI. UTILITY ACCOMMODATIONS.

1.

Sec. 7.5.261 - Utility accommodations in rights-of-way.

- (a) *2016 DOT Utility Manual adopted by reference.* The 2016 Utility Accommodation Policy and Standards manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and Supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time, is adopted by reference and incorporated herein as if fully set forth herein, subject to all amendments and modifications contained in this article. A copy of the manual shall be maintained at the offices of the City of Cartersville Public Works Department and the City Clerk and open for public inspection. The manual and this article shall govern all utility work in City of Cartersville rights-of-way, and all utility work shall comply with same.
- (b) *Amendments.* The 2016 Utility Accommodation Policy and Standards manual promulgated by the State of Georgia Department of Transportation, as may be amended from time to time, adopted in subsection (a) above is amended in order to equate state definitions and provisions with their appropriate and equivalent City counterparts, such that a policy shall be implemented to reflect the intent and effect of the state right-of-way policy as it would logically apply to unincorporated City of Cartersville rights-of-way. Therefore, the following terms as used in the DOT manual shall be replaced as follows:
- (1) *Commissioner* means the department director, City of Cartersville Public Works Department.
 - (2) *Department* means the City of Cartersville Public Works Department.
 - (3) *District engineer* means the City of Cartersville Public Works Director or his/her designee.
 - (4) *Highway* means any road that is part of the City of Cartersville Municipal Street System.
 - (5) *Roadbed* means the portion of the highway that includes the pavement structure, shoulder and front slopes.
 - (6) *State* means City of Cartersville.
 - (7) *State bridge and structural design engineer* means City of Cartersville Public Works Director or his/her designee.
 - (8) *State highway (chief) engineer* means community development director or his/her designee.

- (9) *State utilities engineer* means City of Cartersville Public Works Director or his/her designee.
- (10) *Telephone booth* shall include any booth or structure, to be used by the public at large, which houses a communications link for local or long distance communications, including but not limited to data communication ports, terminals, kiosks, structures or jacks for connection with local or long distance communications.
- (11) *Utility (as defined in the state's policy)* shall read: All privately, publicly or cooperatively owned systems for producing, transmitting or distributing communication, data, information, telecommunication, cable television, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, provider, servicer, or any agent thereof, of any above-described utility or utility facility.

Sec. 7.5-262. - Utility locations in rights-of-way; standards; repair standards.

All utilities locating their facilities in new residential and commercial developments shall locate their facilities pursuant to the City of Cartersville Development Regulations, and the City of Cartersville Development Standards and Specifications, and as those may be amended from time to time and if applicable the City of Cartersville's Wireless Facilities and Antenna Ordinance. All work authorized by any permit issued under this article shall be in accordance with all applicable City of Cartersville specifications and requirements. All utility work in City of Cartersville right-of-ways shall comply with the provisions of this article. In the event that the development regulations or development standards conflict with the Georgia Department of Transportation's Utility Accommodation Policy and Standards, City of Cartersville ordinances will prevail, so long as they are not preempted by state law. Repair work shall be completed in accordance to City of Cartersville Public Works Department specifications, which shall be provided by the department at the time the permit is issued.

Sec. 7.5-263. - Utility permits, written notification, and exempt activities.

- (a) *Permits; notification.* Any work in a City of Cartersville right-of-way shall either require a utility permit, written notification in advance of the work, or shall be exempt, as specified below. Only the utility itself can obtain a permit, and the contractor(s) intended to do the work must be identified on the permit. Work in a City of Cartersville right-of-way without a permit, for any type of work for which a permit is required, shall be a violation of this article. Utility permits provide notice and approval for major projects, new installations, and other similar matters, and should be applied for at least two weeks before the work is scheduled to begin. Written notification provides notice for minor matters and certain repairs. Written notification must be submitted, and acknowledgment of the notice received, prior to any work beginning that requires notification, as specified below. Proceeding on work that requires a written notification, before notification is submitted, or before acknowledgment of the notice is returned, shall be a violation of this article. Exempt activities, as specified below, require neither a utility permit nor written notification.

- (b) *Procedures.* The department has written procedures for applying for a utility permit, and for providing written notification. Such procedures are incorporated herein by reference, and are available from the department, along with necessary forms. The department may require such information as it deems necessary prior to issuance of a utility permit.
- (c) *Utility permits.* Utility permits shall be required in the following situations:
 - (1) Installation of new utilities, for new commercial, residential or industrial developments, projects or subdivisions.
 - (2) Work involving underground burial of utilities and overhead work, unless specifically covered under written notification procedures or exempted below.
 - (3) Any new utility pole installation; replacements are covered by written notification, and emergency replacements are exempt (see emergency repair regulations).
 - (4) Utility tie-ins that require cutting any roadway more than half of the width.
 - (5) Linear projects involving multiple service connections or roadway crossings that are not perpendicular.
- (d) *Written notification.* Written notification must be submitted, and acknowledgment of the notice received back from the department, prior to any work beginning that requires written notification, as specified below. If a situation arguably falls under both the written notification and the utility permit procedures, the utility permit procedures shall be used, unless otherwise determined by the department. Written notification shall be required in the following situations:
 - (1) Maintenance, inspection, and/or testing of utilities (including replacement of parts necessary due to damage, deterioration or obsolescence) that would:
 - a. Require blocking of more than one travel lane;
 - b. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - c. Require cutting, trenching or boring in or under the roadbed.
 - (2) Installation of lateral service connections to serve occupants of adjacent property, if such connections:
 - a. Introduce any new obstructions onto the right-of-way;
 - b. Require blocking of more than one travel lane;
 - c. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - d. Require cutting, trenching or boring in or under the roadbed.
 - (3) Installation of additional appurtenances or attachments to facilities which:
 - a. Affect vertical or horizontal clearances from the traveled way;
 - b. Change the rated capacity or transmittance of the facility for which a permit was issued;

- c. Require blocking of more than one travel lane;
 - d. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - e. Require cutting, trenching or boring in or under the roadbed.
- (4) Any work which requires the blocking of more than one traffic lane for any length of time, or requires blocking one traffic lane for more than two hours in a 24-hour period.
 - (5) Any digging in the roadbed with mechanical excavating equipment (i.e., excavating equipment powered by hydraulics, engines or other motors) shall require written notification unless already covered by a utility permit.
 - (6) Installation of any temporary structures that are to remain in the right-of-way longer than 24 hours.
 - (7) Cutting, trimming or spraying of any trees or shrubs, or other vegetation control, within the right-of-way.
 - (8) Any work involving making any pavement cuts, unless specifically exempted below.
 - (9) Utility tie-ins that consist of not cutting any roadway more than half of the width of the roadway.
 - (10) Boring, punching and directional drilling for service tie-in that is not a linear project and instead results in a perpendicular crossing of the roadway (an eight by 11-inch sketch drawing of any boring, punch or directional drilling to ascertain its location will be required); linear projects or crossings that are not perpendicular require utility permits.
- (e) *Exempt activities.* The following activities shall not require a utility permit or written notification, provided they do not also include any activity specifically listed as requiring a utility permit or written notification:
- (1) Routine or periodic maintenance, inspection, and/or testing of utilities (including replacement of parts necessary due to damage, deterioration or obsolescence) that would not:
 - a. Require blocking of more than one travel lane;
 - b. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - c. Require cutting, trenching or boring in or under the roadbed.
 - (2) Installation of lateral service connections to serve occupants of adjacent property, if such connections do not:
 - a. Introduce any new obstructions onto the right-of-way;
 - b. Require blocking of more than one travel lane;
 - c. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - d. Require cutting, trenching or boring in or under the roadbed.

- (3) Installation of additional appurtenances or attachments to facilities that would not:
 - a. Affect vertical or horizontal clearances from the traveled way;
 - b. Change the rated capacity or transmittance of the facility for which a permit was issued;
 - c. Require blocking of more than one travel lane;
 - d. Require the blocking of one travel lane for a period of longer than two hours in a 24-hour period; or
 - e. Require cutting, trenching or boring in or under the roadbed.
- (4) Potholing for utility locates, meaning excavating holes no larger than 24 inches' square, which must be filled in at the end of each workday.
- (5) Utility damage repairs created from construction or routine maintenance performed by the City of Cartersville Public Works Department.
- (6) Utility work being performed in a new development within the construction limits of the new development prior to the development's roads, rights-of-way and easements being deeded to the community development department.
- (7) Emergency repairs. See subsection (f) below for applicable requirements for circumstances requiring post-repair notification.
- (f) *Emergency repairs.* Emergency repairs do not require the giving of written notification before the repair is conducted, but repairs that would otherwise require written notification (i.e., would not be exempt repairs anyway) must provide post-repair written notification as soon as possible, no later than the end of the next business day. The sole exception is repairs that would only require notification due to blockage of a lane for more than two hours, or blockage of more than one lane; post-repair notification is not required for such repairs. However, post-repair notification is required for: repairs that require mechanical excavation; repairs that require boring, cutting or trenching the roadway; repairs that affect vertical clearances; repairs that install replacement poles; and so forth. An emergency repair is defined as an emergency replacement of poles, wires, or other facilities damaged by accidents or natural causes such as wind or ice and when immediate repair is required to repair service, or in cases where there is an imminent threat to public health or safety. In the event of an emergency repair requiring the blockage of one or more travel lanes, E-911 should be notified as soon as possible by telephone.

Sec. 7.5-264. - Provisions for the protection of the public.

- (a) *Safety procedures; securing work site.* The use of the right-of-way shall be minimized to the greatest possible extent. No materials or equipment shall be stored on the right-of-way without prior written approval. No work shall restrict the sight distances for motorist exiting adjacent streets or driveways unless a flagman is provided. Minimum distances of lane closures to protect the safety of the work crews and the general public shall be provided by the City of Cartersville Public Works Department. Closure of lanes and traffic flow, and other relevant safety measures, shall be conducted in accordance with the current edition of the Uniform Manual on Traffic Control Devices, latest edition, as well as the DOT Utility

Accommodation Policy and Standards manual, latest edition. Debris shall not be placed on the right-of-way, but will be hauled away as the excavation occurs. All trenches opened each day must be backfilled and compacted to 95 percent standard proctor using appropriate tamping or vibratory equipment unless otherwise approved by the department. The department reserves the right to require compaction testing from the utility, at the utility's expense, for any work involving cutting, trenching, or backfilling in the roadbed. Any postings must be properly posted and maintained so they are legible. All work areas must be secured at the end of each workday to protect the general public. Cover plates for gaps in the roadway must be secured at the end of each workday. Plates must be secured so that there is no possibility that the plates can move or shift due to traffic flow. No open cuts shall be allowed after work has stopped.

- (b) *Indemnification.* The utility receiving the permit and the contractor shall indemnify and hold harmless City of Cartersville, the department and all City employees, and agents, from any and all liability resulting from any work performed under the permit or with written notification in a City of Cartersville right-of-way, as provided in the current edition of the state D.O.T.'s Utility Accommodation Policy and Standards. The utility shall also indemnify the City of Cartersville from any claims, suits or causes of action resulting from any work under the permit or pursuant to written notification. These terms shall become terms of and contained within the permit/permit application and/or special assurances form(s). Such indemnification shall include the costs of attorneys' fees and litigation expenses to enforce this indemnification provision.
- (c) *Warranty.* The utility shall provide a one-year warranty for any work conducted under authority of this article including any new installation and any repair work. The one-year warranty shall commence upon the completion of the work. The warranty shall be supported by a surety in the case of a utility permit, or by the utility owner in the case of actions requiring written notification. The utility shall be responsible to repair any defects in the work or repair, or correct any deficiencies that are not up to the standards and regulations of the City of Cartersville ordinances.
- (d) *Surety.* Surety shall be required for work under this article, as specified herein, to ensure performance of the repair in compliance with the standards and regulations of the City of Cartersville and specifically to ensure that roads are repaired properly. Surety shall be in the nature of a performance and maintenance bond, an irrevocable standby letter of credit, or an escrow deposit.
 - (1) *Form.* The surety shall only be issued in a form approved by City of Cartersville. The language of the surety and the term of the surety must be approved by City of Cartersville prior to issuance. City of Cartersville has forms it prefers that surety companies use, and those can be provided upon request; otherwise, the form of the surety shall be approved by the City of Cartersville prior to acceptance of the surety. Any irrevocable standby letter of credit or surety bond shall be issued by a company or financial institution authorized to do business in the State of Georgia. Irrevocable standby letters of credit shall be issued in accordance with the current International Chamber of Commerce (ICC) publications governing such letters of credit, and must be issued by a bank having a physical branch in City of Cartersville, which shall be the place of tender of the draft on said letter of credit. City of Cartersville reserves the right

to demand a specific form of surety from a developer that has tendered unsatisfactory surety in the past. City of Cartersville reserves the right to reject a surety from a financial institution or insurance company that has provided an unsatisfactory surety in the past. Escrow shall mean deposit of good funds in a bank of City's choosing pursuant to escrow instructions issued by City of Cartersville.

- (2) *Amount.* Surety shall be in an amount determined by the City of Cartersville Public Works Department based on the size of the project. The minimum surety for a utility permit shall be \$25,000.00. The department may use its discretion when setting the amount of the bond and should consider potential damage to public property or facilities and the relationship to the cost of installation, as well as the factors used in determining whether a project is complex.
- (3) *Prerequisite; calling surety.* No permit shall be issued by the City of Cartersville Public Works Department until the surety has been furnished to the City, in a form acceptable to the City of Cartersville. If the developer does not comply with these regulations, other applicable City of Cartersville Ordinances and regulations, or with the conditions of the permit after issuance, the City may call the surety, or any part thereof, to be forfeited and may use the proceeds to perform the work or hire a contractor to remedy the defects, whether that means installing soil erosion and sedimentation prevention measures, completing paving and road work, or completing other work.
- (4) *Waiver.* The City of Cartersville Public Works Department shall be authorized, but not required, to reduce or waive the surety requirement for projects undertaken by Bartow County in the City. The surety requirement may also be waived by the department head's discretion, for utilities that have demonstrated a history of compliance with this article, financial responsibility, quality work, and prompt responsiveness.
- (e) *Insurance.* All utilities operating in City of Cartersville right-of-ways shall also provide proof of liability insurance in the amount of \$1,000,000.00 in general liability coverage that shall also cover the actions of the contracts and subcontractors. In lieu of the foregoing, the utility may self-insure for the above-referenced coverages. The utility shall present valid proof of self-insurance upon the department's request. The utility shall also require equivalent insurance from their contractors or subcontractors.

Sec. 7.5-265. - Administration and enforcement.

- (a) *Administration.* The City of Cartersville Public Works Director shall have the authority to administer the state department of transportation's Utility Accommodation Policy and Standards, as amended from time to time by the state or City, on City streets in the municipal limits of the City of Cartersville and in accordance with any procedures the City of Cartersville Public Works Department may establish thereunder.
- (b) *Fees.* The City of Cartersville Public Works Director shall be authorized to charge fees in accordance with the state department of transportation's Utility Accommodations Policy and Standards and any other applicable laws that exist now or may be enacted in the future. Fees shall be determined by the Public Works Director and approved by the Mayor and City Council of the City of Cartersville. Any fee schedule shall be posted at the offices of the Planning and Development Department and open for public inspection. Fees may be waived for work conducted on behalf of governmental utilities, only for work being performed by

the governments' own employees. For work being performed for a government by a contractor, normal fees shall be charged.

- (c) *Responsible party.* Only the utility itself can obtain a permit. The permit shall identify the contractor responsible for the repair and any subcontractors. The utility and any and all contractors or subcontractors shall be held liable for any violations of this article. The permit shall be posted at the site at all times, and a copy of the permit shall also be kept available at all times on the job site when any work is underway.
- (d) *Inspection.* The department reserves the right to inspect the work during such periods as the department's field inspector(s) deem necessary to check compliance with the terms of the permit, and to require the utility and/or contractor to correct all deviations from the approved permit, or any safety concerns the inspector may have. If the utility and/or contractor do not correct the deviations, the permit can be revoked and a violation cited.
- (e) *Notice of defect.* If a utility installation or road repair is found by the City of Cartersville Public Works Department not to be in compliance with the specifications provided, or otherwise not in compliance with this article or the permit, the City of Cartersville Public Works Department shall notify the utility immediately by written notice of defect. The utility will then have 48 hours to make the necessary repairs or other work, unless longer time is granted by the department. If the necessary work is not completed within the time limit specified, then the City of Cartersville Public Works Department may make the repairs or conduct the necessary work, and charge the utility for the costs of the materials and labor. The utility will also be in violation of this article for failing to abide by the notice of defect. The department in such circumstances would be authorized to issue citations, stop-work orders, or seek other relief. In the case of emergencies, the department shall give the utility 24-hour contact one hour to respond, and if no action is begun to correct the emergency, shall be authorized to repair the deficiency itself. In such cases, the utility shall be responsible for the costs of labor and materials for the emergency repair. In the event City of Cartersville incurs costs to correct a defect of a utility company, the City shall be authorized to withhold all further permits (or issue a stop-work order) until the costs incurred by the City are paid.
- (f) *Violations and penalties.* Violations of this article, or the procedures adopted under this article, shall subject the responsible parties to citation in City of Cartersville Municipal Court. Action may also be taken in superior court to recover fines and also to obtain injunctive relief to cure defects, or for other necessary action. The city attorney or other designated attorney for the department may initiate such actions. Citations shall be served personally on any responsible party at the site of the utility work, and shall be served on the utility through its designated contact in the City, as indicated on the permit. Each day a violation exists shall be a separate violation.
 - (1) *Responsible parties.* Any violation of this article shall subject all involved parties to citation, including the utility holding the permit, the contractor identified on the permit and any subcontractor or individual actually performing the work. Any or all of the responsible parties may be cited with a violation.
 - (2) *Minimum fines.* Minimum fines for violations of this article shall be imposed as follows. For subsequent violations within a one-year period, the minimum fine shall increase as shown below. Fines shall be based on a "rolling" one-year period, as follows:

- a. First violation—\$500.00 fine.
 - b. Second violation—\$750.00 fine.
 - c. Third violation—\$1,000.00 fine.
 - d. The one-year period begins the day of the first violation, so that one year after the day of the first violation, it expires and is no longer counted.
- (g) *Stop-work orders.* The department is authorized to issue stop-work orders in the event of a violation of this article. In the case of a threat to the public health, safety or welfare, or other harm to the City’s property, such orders may be issued without prior issuance of a notice of defect. In the case of other violations, a notice of defect shall be issued first, and a stop-work order may be issued if the necessary repair or work is not completed by the time limit specified. Stop-work orders shall be issued in writing to any responsible party at the site of the utility work, and shall be served on the utility through its designated contact in the City, as indicated on the permit. Such stop-work orders may be issued only to stop-work at the particular location, or may be broadened to halt all work by that same utility in the City. The stop-work order shall state the reason for the issuance and the work that needs to be performed to remedy the situation.
- (h) *Appeals.* Appeals of determinations and interpretations of the department may be taken to the Mayor and City Council by filing a written notice of appeal within 15 days of the department's decision.
- (i) *Conflict.* In the event of a conflict between this Ordinance and the Wireless Facilities and Antennas Ordinance, the Wireless Facilities and Antennas Ordinance shall supersede this Ordinance.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
RV Park Capacity Fees

SubCategory:	Second Reading of Ordinances
Department Name:	Water Department
Department Summary Recommendation:	The City was approached by developers of an RV Park as the supplier of water for their project. This would be the first RV Park on our system. The current ordinance did not anticipate this type of specific development when drafted. When the issue of capacity fees was discussed, we based the calculation on the hotel/motel language. This produced a large fee based on the language contained in the ordinance which requires a full fee if each unit (in this case RV lot) has a refrigerator and stove. The ordinance anticipated a static “building” in which a refrigerator and stove would be permanent fixtures. With an RV, this will change constantly depending on the mix of units in the park at any one time. Additionally, RV’s do not exhibit typical water usage patterns like a brick and mortar building. They typically have smaller size appliances and smaller diameter plumbing. For these reasons, we have drafted capacity fee language specific to RV Parks as a compromise and acknowledgement of their lighter capacity demands on our system. I recommend this for your approval.
City Manager's Remarks:	This is the second reading. Your approval is recommended.
Financial/Budget Certification:	No budget impact.
Legal:	
Associated Information:	

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE. SECTION 24-64 WATER AND SEWAGE UTILITY RATE is hereby amended by adding a new paragraph (iii) to paragraph (d)(3) as follows:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(d) Capacity fees

(3) Other provisions:

(iii) For Recreational Vehicle (RV) Parks requesting service by only two (2) two-inch meters, water and sewage capacity fees shall be assessed at one hundred (100%) percent of the four-inch meter rate referenced above.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Engineering Services Agreement - Sweitzer Engineering

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	Sweitzer Engineering developed and maintains the hydraulic model of the City's water distribution system. The model is used to evaluate potential improvements, proposed development and other "diagnostic" functions. Sweitzer also provides support in system planning as well as the design of pipe projects. This results in multiple "assignments" for them ranging in cost from \$1,000 to as much as \$80,000. In order to streamline the management of these multiple assignments and pacify liability concerns from Sweitzer's insurance carrier over our small projects, we need to execute the attached Engineering Services Agreement. This is a typical agreement we have with several other engineering firms which establishes a Task Order system of project management. The overarching ESA defines a base set of terms which apply to each task order. This streamlines smaller projects by allowing us to execute a task order which has project specific work scope and cost information without having to repeat the "typical contract language" every time. Additionally, the following two Task Orders are already in progress: Task Order 1: General Consultation Task Order 2: Etowah River Intake & Pump Station Task Order 1 will be a standing task order which covers a broad array of consulting services (see Description in attached Task Order 1). It will apply to the small scope model evaluations for various system improvement and development evaluations. Task Order 2 is a project specific task order which deals with evaluation and preliminary design of a permanent water intake pump on the Etowah River. This work is the first step in converting our emergency river intake structure into a permanent intake system which can be used to expand capacity in the Water Treatment Plant (WTP) when needed. This is a budgeted project for FY19_20.

	Your approval of the ESA and Task Orders 1 & 2 are recommended.
City Manager's Remarks:	This is a typical agreement we have in place with several other firms for the water department in order to streamline many smaller projects. Your approval of the agreement and the two task orders that are in process with Sweitzer is recommended.
Financial/Budget Certification:	These budgeted items will be billed through various accounts as appropriate based on the individual project. Task Order 2 will be exclusively billed through account 505.3310.54.2330 River Pump Station Design PreOxidant.
Legal:	
Associated Information:	

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of this the 19th day of September, 2019 ("Effective Date") between **CITY OF CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, ("Owner") and **SWEITZER ENGINEERING, INC.**, a corporation authorized to conduct business in the State of Georgia, ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement for a Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

- 1.01 *Scope:* Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- 1.02.1 *Task Order Procedure:* Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement, Articles 1 through 8.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

- 2.01 Owner shall have the responsibilities set forth herein and in each Task Order.
- 2.02 Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit B.
- 2.03 For each Task Order Owner shall provide Owner's requirements including project scope, design objectives and constraints; capacity and performance requirements, make available all pertinent existing data; make known any special or extraordinary considerations or special services needed; examine and respond promptly to Engineer's submissions; and give prompt notice to Engineer whenever any defect in the Work is observed by, or otherwise becomes known to, the Owner.
- 2.04 For each Task Order Owner shall advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.
- 2.05 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for services of others, such as, analytical laboratory services; geotechnical investigations and subsurface explorations, with appropriate professional interpretation thereof; field surveys such as property, boundary, easement, rights-of-way, topographic, and utility surveys; all of which Engineer may rely upon in performing his services for each Task Order. Payment for such services shall be made by Owner directly to the providers of the services.
- 2.06 Authorize Engineer to provide appropriate Additional Services as required and set forth in the Task Orders.

- 2.07 Furnish approvals and permits from all governmental agencies and other issuing authorities having jurisdiction over the Specific Projects and pay any applicable filing fees and sales or other tax applicable thereto.
- 2.08 Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Projects as set forth in the Owner-approved Standard General Conditions. Owner shall require Contractor to name Engineer and its Consultants as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES

- 3.01 *Term:* This Agreement shall be effective and applicable to Task Orders issued hereunder until December 31, 2019. Thereafter, the parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term for up to three (3), two (2) year terms, expiring on December 31 of said renewal term, subject to a newly elected Mayor and City Council approving said renewal within thirty (30) days of taking office.
- 3.02 *Times for Rendering Services:* The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 3.03 *Times for Construction-related Services:* For Task Orders including construction-related professional services, Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding the number of months indicated in the Task Order. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 *Payments:* If Owner fails to make any payment due Engineer within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 7% per annum and Engineer, after giving seven days written notice to Owner, may suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

ARTICLE 5 - OPINIONS OF CONSTRUCTION COST

- 5.01 Any and all opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary significantly from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.01 *Standards of Performance:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subsequently evolved standards shall not be applied in judging Engineer's services. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.02 *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.03 *Compliance with Laws and Regulations:* Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-provided policies and procedures pursuant to the standard of care set forth in Paragraph 6.01, and to the extent compliance is not inconsistent with professional practice requirements.
- 6.04 *Certifications:* Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- 6.05 *General Conditions of the Construction Contract:* The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- 6.06 Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- 6.07 It is understood that during construction phase services Engineer will endeavor to protect Owner against defects and deficiencies in the Work of contractor(s), however Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 6.08 Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- 6.09 *Design Without Construction Review:* It is Owner's intent that Engineer's services under this Agreement include customary services during each Specific Project's bidding/negotiation and construction phases. Engineer shall be responsible only for those Construction Phase services itemized and expressly required of Engineer in the authorizing Task Order. However, if Owner does not authorize Engineer to provide services during the Construction Phase of any project, or terminates this Agreement prior to completion of construction of any project, then Owner assumes full responsibility for the application and interpretation of the Contract Documents, for contract administration, construction observation and review, or other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

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- 6.10 *Use of Documents:* All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Engineer acknowledges that Documents prepared under this Agreement and submitted to Owner are subject to the Open Records Act, O.C.G.A. § 50-18-70.
- 6.11 *Insurance:* At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit D. In the event that a specific project exceeds the insurance requirements referenced in Exhibit D, the Engineer, if it accepts said project, may procure project specific insurance in the amount of the project.
- 6.12 *Suspension:* Owner may suspend a Task Order for any reason upon seven days written notice to Engineer. If Engineer's services are substantially delayed through no fault of Engineer, then Engineer, after giving seven days written notice to Owner, may suspend services under a Task Order.
- 6.13 *Termination:* The obligation to provide further services under this Agreement, or under an individual Task Order, may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party. In the event of any termination under Paragraph 6.13, Engineer will be entitled to invoice Owner and to receive full payment for all services performed and all Reimbursable Expenses incurred through the effective date of termination.
- 6.15 *Successors, Assigns, and Beneficiaries:* Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 6.16 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights under law.
- 6.17 *Environmental Condition of Sites:* With respect to each Task Order, Specific Project, and Sites, the parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate

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specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- 6.18 *Engineer's Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer under such Task Order or \$1,000,000 for such Task Order, whichever amount is greater.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

- 7.01 *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 7.02 *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 7.03 *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- 7.04 *Defined Terms:* Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in a Task Order, or in "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition).
- 7.05 *Designated Representatives:* With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to negotiate and execute Task Orders, transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party.
- 7.06 *Conflict of Interest:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of "O.C.G.A. § 36-80-28. Role of consultants; disclosures; application" and shall (1) avoid any appearance of impropriety, follow the policies and procedures of Owner; (2) immediately disclose to the Owner any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest; and, (3) acknowledge that any violation or threatened violation of the agreement will entitle Owner to seek injunctive relief in addition to all other legal remedies.
- 7.07 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal work authorization program (also known as E-Verify), and that it will contract for the physical performance of services only with subcontractors who present an affidavit

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with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

7.08 *Total Agreement:* This Agreement (including the expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer for Task Order services and supersedes all prior oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.09 *Controlling Law:* This Agreement is to be governed by the law of the State of Georgia.

ARTICLE 8 - EXHIBITS

8.01 *Exhibits:* The following Exhibits and attachments are hereby made a part of this Agreement:

Attachment 1, Task Order Form

Exhibit A, Engineer's Services

Exhibit B, Payments to Engineer for Services and Reimbursable Expenses

Exhibit C, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit D, Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

CITY OF CARTERSVILLE, GEORGIA

ENGINEER

SWEITZER ENGINEERING, INC.

By:

Matthew J. Santini, Mayor

By:

Attest:

Meredith Ulmer, City Clerk

Name:

Title:

[AFFIX SEAL]

Date

Signed:

Date

Signed:

Address for giving notices:

PO Box 1390

Address for giving notices:

680 Douthit Ferry Road

Suite 105

Cartersville, Georgia 30120

Cartersville, Georgia 30120

DESIGNATED REPRESENTATIVE
(Paragraph 7.05):

Bob Jones

DESIGNATED REPRESENTATIVE
(Paragraph 7.05):

John H. Sweitzer, P.E.

Title:

Water Superintendent

Title:

President

Item # 13

Phone Number: 770-607-1148

Facsimile Number: 770-606-2386

E-Mail bjones@cityofcartersville.org
Address: _____

Phone Number: 678-569-4290

Facsimile Number: 678-569-4294

E-Mail jsweitzer@sweitzerengineering.com
Address: _____

TASK ORDER No. 1, consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 19, 2019 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **GENERAL CONSULTATION**

Description:

General consultation and advice, when requested by Owner, regarding the administration, financing, operation, maintenance, plan reviews, computer modeling, and/or regulatory requirements in connection with the City of Cartersville's public water and sewerage systems.

This Task Order is not intended to cover the preparation of detailed engineering reports or detailed engineering designs, or services during the bidding and construction phases, of any Specific Project of the Owner.

2. Services of Engineer *[Check all that apply.]*

☒ Study and Report Services

☐ Design Services – N/A

☐ Bidding or Negotiating Services – N/A

☐ Construction Services – N/A

☐ Resident Project Representative Services – N/A

☒ Additional Services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services by Engineer

Phase

Completion Time

General Consultation

To be determined at time of authorization

Additional Services

To be determined at time of authorization

5. Payments to Engineer by Owner

- A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report Services	Hourly plus Reimbursable Expenses	To be determined at time of authorization
Additional Services	Hourly plus Reimbursable Expenses	To be determined at time of authorization

6. Consultants to be utilized: **To be determined at time of authorization of each individual general consultation assignment.**
7. Other Modifications to Agreement: **A description of services provided under this Task Order shall be provided on Engineer's invoices.**
8. Attachments: **None.**
9. Documents Incorporated By Reference: **None.**
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **September 19, 2019.**

OWNER:

**CITY OF CARTERSVILLE,
GEORGIA**

ENGINEER:

SWEITZER ENGINEERING, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TASK ORDER No. 2, consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 19, 2019 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **ETOWAH RIVER INTAKE & PUMP STATION**

Project No. **338-108**

Description: **Modifications to an existing raw water intake station at the Etowah River to provide a new 5.0 mgd intake and raw water pumping station to provide a supplementary water source for Cartersville's Walker Water Treatment Plant.**

Engineer's services during the Study and Report Phase will consist of preliminary engineering sufficient to develop design criteria for the intake and pumping station and to recommend modifications to the existing raw water suction pipe and screen; Prepare conceptual design and preliminary layouts of the proposed intake, yard piping, structures, and pumping system; and, prepare a Preliminary Opinion of Probable Construction Cost and Probable Total Project Cost.

2. Services of Engineer *[Check all that apply.]*

☒ Study and Report Services

☐ Design Services – N/A

☐ Bidding or Negotiating Services – N/A

☐ Construction Services – N/A

☐ Resident Project Representative Services – N/A

☒ Additional Services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Time</u>
Study & Report Phase	180 Calendar Days
Design Phase	To be determined at time of authorization
Bidding or negotiating Phase	To be determined at time of authorization
Construction Phase	To be determined at time of authorization
Additional Services	To be determined at time of authorization

5. Payments to Engineer by Owner

- A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report Phase	Hourly plus Reimbursable Expenses	Not to exceed \$28,000
Bidding Phase	Hourly plus Reimbursable Expenses	To be Determined
Construction Phase	Hourly plus Reimbursable Expenses	To be Determined
Resident Project Representative	Hourly plus Reimbursable Expenses	To be Determined
Additional Services	Hourly plus Reimbursable Expenses	To be Determined

6. Consultants to be utilized:

Atlanta Consulting Engineers, Inc. for Electrical Engineering

Alpha Omega Engineering, LLC for Structural Engineering.

7. Other Modifications to Agreement: **A description of services provided under this Task Order shall be provided on Engineer's invoices.**
8. Attachments: **None.**
9. Documents Incorporated By Reference: **None.**
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **September 19, 2019.**

OWNER:

**CITY OF CARTERSVILLE,
GEORGIA**

By: _____

Name: _____

Title: _____

ENGINEER:

SWEITZER ENGINEERING, INC.

By: _____

Name: _____

Title: _____



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
D&C Restock 5 – 0.75in Meters

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Distribution and Collection Division (D&C) needs to restock 0.75-inch meters. We typically build stock going into winter by ordering in 70 meter lots. Recent meter orders have had longer than normal lead times. Because of this, we need to make a bulk order which will carry us through the winter. Ordering now will insure we have the stock on hand when freezing weather begins. The City uses Neptune meters. Delta Municipal is the exclusive distributor of Neptune meters in Georgia. They have provided the attached quote in the amount of \$18,600.00 for 300 standard 0.75-inch T-10 water meters.
City Manager's Remarks:	Your approval of the meter purchase is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid through account 505.3320.52.2390 Maintenance to Meters and Settings.
Legal:	
Associated Information:	



www.deltamunicipal.com

Quote

Delta Municipal Supply Company, Inc.

408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
9/6/2019	9937

Bill To
City of Cartersville Water Department P.O. Box 1390 Cartersville, GA 30120

Ship To
City of Cartersville - Water Dept. 148 Walnut Grove Rd. Cartersville, GA 30120

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	BB	Destination	Best Way

Quantity	Description	Unit Price	Total
300	5/8 x 3/4" Neptune T-10 Water Meter D/R Cubic Feet	62.00	18,600.00

Thank you for the opportunity to quote the above. Please call with any questions.	Subtotal	\$18,600.00
	Sales Tax (0.00)	\$0.00
	Total	\$18,600.00

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

Item # 14

Clear Form

Print Form

CITY OF CARTERSVILLE**PURCHASING DEPARTMENT**

CARTERSVILLE, GEORGIA

9/6/19

TO: Delta Municipal Supply (Sole Provider)

MARK

GOODS AND INVOICES

PUR. ORD. NO. _____

PLEASE ENTER THE FOLLOWING ORDER:

Ship and Invoice to City of Cartersville Water Department

Department Water D&C

Ship Via

Route

Terms

F.O.B.

Account No.	Quantity	DESCRIPTION	Unit Price	Extension
505.3320.52.2390	300	5/8"x3/4" NEPTUNE T-10 WATER METER D/R CUBIC FEET	\$62.00	\$18,600.00
		TOTAL		\$18,600.00
		Shipments must show plainly the Department.		

IMPORTANT — ORDER NUMBER MUST APPEAR ON YOUR INVOICE.
 SEND ACKNOWLEDGMENT AND ALL CORRESPONDENCE TO PURCHASING DEPARTMENT.
 Mail Invoices in DUPLICATE to PURCHASING DEPARTMENT.
 EACH SHIPPING CONTAINER MUST SHOW DEPARTMENT NAME AND ORDER NUMBER.

CITY OF CARTERSVILLE

Item # 14

No.

By _____

City Manager



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Ford 6640 Tractor Repair

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	Our Ford 6640 tractor used for mowing and bush hogging needed some engine work and the City Garage recommended that Franklin Tractor do the repairs. We were not sure the extent of the necessary repairs until they took the engine apart and the repair work totaled \$12,157.76. This is a budgeted item and we recommend your approval.
City Manager's Remarks:	Your approval of the tractor repair is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

FRANKLIN TRACTOR INC.
 2221 HWY 411 NE
 CARTERSVILLE, GA. 30121
 PHONE: 770-382-6855 FAX: 770-382-6861

PAGE 1

SOLD TO: CITY OF CARTERSVILLE
 ACCTS. PAY. DEPT.
 P.O. BOX 1390
 CARTERSVILLE GA 30120

INVOICE NO.: W26398
 CHARGE TICKET

P.O. NO.:
 START DATE: 9/11/19
 ENDING DATE: 9/11/19

WORK: 770-387-5640
 DATE 9/11/19 @ 8:32AM

ACCT NO.: 04C50
 SALESMAN: CB

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION		PRICE	AMOUNT
43.00	STANDARD LABOR	9/11/19 TECH:CP	100.00	4300.00
	Shop Supplies			130.28
8.00	FO 167111	RING SN	1.38	11.04
8.00	FO 87840154	SEAL B 302	1.54	12.32
4.00	FO 87790260	BEARING C 504	26.67	106.68
2.00	FO 87301590	BEARING F 1704	12.04	24.08
8.00	FO 83999742	SPRING	17.46	139.68
1.00	FO 87790266	BEARING C 504	80.01	80.01
1.00	FO 81868537	PUMP EN	181.61	181.61
4.00	FO 83996312	SET CON	49.53	198.12
4.00	FO 87802836	KIT PIS	95.25	381.00
2.00	FO 87802258	STD EXHA	83.82	167.64
1.00	FO 87800517	GASKET G 2300	59.69	59.69
1.00	FO 81878060	KIT ENG GB 400	463.55	463.55
1.00	FO 81878059	KIT ENG B 3400	246.38	246.38
4.00	FO 87802264	VALVE EN	41.59	166.36
1.00	FO E9NN6N705BE	TUBE HYD	292.10	292.10
1.00	FO 81868468	SHAFT	1548.60	1548.60
1.00	FO 81868470	SHAFT	1705.20	1705.20
1.00	ANAEROBIC SEALER		22.99	22.99
8.00	FO 81806277	SEAL G 2201	5.44	43.52
1.00	FO 83955247	SEAL D 505	35.88	35.88

#6153

** CONTINUED ON NEXT PAGE **

INVOICE NO.: W26398



Item # 15

FRANKLIN TRACTOR INC.
 2221 HWY 411 NE
 CARTERSVILLE, GA. 30121
 PHONE: 770-382-6855 FAX: 770-382-6861

PAGE 2

SOLD TO: CITY OF CARTERSVILLE
 ACCTS. PAY. DEPT.
 P.O. BOX 1390
 CARTERSVILLE GA 30120

INVOICE NO.: W26398
 CHARGE TICKET

P.O. NO.:
 START DATE: 9/11/19
 ENDING DATE: 9/11/19

WORK: 770-387-5640
 DATE 9/11/19 @ 8:32AM

ACCT NO.: 04C50
 SALESMAN: CB

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION		PRICE	AMOUNT
1.00	FO 87802755	SEAL B 302	26.67	26.67
1.00	FO 84589640R	REMAN-CL	1188.44	1188.44
CORE	FO 84589640C	KIT SER	60.00	60.00
1.00	FO 84518337	FILTER FC 3105	19.05	19.05
1.00	FO 84214564	FILTER FC 3201	24.13	24.13
3.00	MS 15W40GAL	MOTOR OI	18.89	56.67
1.00	FO 83999978	GASKET D 5704	2.32	2.32
1.00	FO 87803664	THERMOST D 5601	26.67	26.67
1.00	FO 81862934	HOSE RA	12.60	12.60
1.00	FO 81868754	HOSE RA	32.07	32.07
1.00	FO 82850751	BELT F 2700	39.37	39.37
1.00	FO 82027152	Replaced FW 400	108.90	108.90
1.00	FO 81868129	SPACER	125.73	125.73
2.00	MS 69113	ANTIFREE STCRM	16.99	33.98
2.00	MS 15W40QT	MOTOR OI	5.99	11.98
1.00	FO 82037652	SEAL A 1900	12.53	12.53
1.00	MS AW325GAL	HYDRAULI	59.92	59.92

RECEIPTS MUST ACCOMPANY ALL RETURNS
 20% RESTOCKING CHARGE AFTER 30 DAYS
 *** NO RETURNS ON ELECTRICAL OR ***
 ***** SPECIAL ORDER PARTS *****
 *****THANK YOU FOR YOUR BUSINESS*****

SUBTOTAL 12157.76

TAX

TOTAL AMOUNT DUE--> 12157.76

SIGNATURE _____

* - Designates Tax Applied To This Item



INVOICE NO.: W26398

Item # 15



City of Cartersville

**City Council Meeting
9/19/2019 9:00:00 AM
Internet Accommodation Sharing Companies**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	Internet accommodation sharing companies are acting with local property owners to offer temporary accommodations within the City's jurisdiction, but are failing to collect and remit hotel excise taxes. The City desires assistance to obtain the payment of past and future Hotel Tax Claims as stated in the attached Resolution and Agreement.
City Manager's Remarks:	Your approval of the agreement for assistance in obtaining past and future hotel motel tax claims is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

REPRESENTATION AGREEMENT

The parties City of Cartersville, Georgia (hereinafter referred to as "Client") and the law firm of Brinson, Askew Berry, Seigler, Richardson & Davis, LLP and Archer & Lovell, P.C. (the foregoing law firm and other counsel associated by them hereinafter collectively referred to as "Counsel") agree as follows:

Client hereby engages and authorizes Counsel to exclusively represent it in regards to any claims Client may have against AirBnB, Inc, AirBnB Payment, Inc., Homeaway.com, Inc. (including without limitation all other companies which facilitate booking of lodging in privately owned residences, apartments, or other forms of lodging) (collectively the "Accommodation Sharing Companies") for taxes (including without limitation local City hotel excise taxes pursuant to O.C.G.A. §48-13-50, *et. seq.*, hereinafter collectively referred to as the "Hotel Tax Claims") owed by said entities to the Client directly or through the State of Georgia as its collection agent for accommodation rentals within Client's jurisdiction. In conjunction with such representation, Client specifically authorizes Counsel to include Client as a class member of or, subject to Court approval as a lead plaintiff to a class action brought by Counsel for purposes of enforcing Client's (and other local governments') Hotel Tax Claims.

Counsel and Client agree that all fees and expenses of Counsel incurred in this representation of Client shall be paid out of the proceeds, if any, obtained on behalf of Client from the Accommodation Sharing Companies by way of voluntary payment, settlement or pursuant to relief granted in a class action on behalf of Client and other Class members.

In consideration for its services, out of the proceeds received by Client, Counsel will be reimbursed their expenses and will be paid a fee equal to one-third (33 and 1/3%) of the total amount of Hotel Tax proceeds, including interest and penalties, which Client receives. The contingency fee shall be applied to all past due Hotel Taxes the Client receives as well as to Hotel Taxes received by the Client within the ten (10) year period following Client's first receipt of such Hotel Taxes. Counsel advises and Client understands that should any recovery of Hotel Taxes be obtained through judicial confirmation in a class action, Counsel's fees and expenses shall be determined by the Court. If this occurs Client agrees to, and will recommend to the Court, that Counsel recover their expenses and a fee of 33 and 1/3% of all Hotel Tax proceeds received by Client during the same ten (10) year period of time after commencement of payments to Client. The above contingency fee payment obligation will be the sole obligation of Client for their legal fees and expenses to Counsel.

Counsel may associate other attorneys at its own expense and at no cost to the City of Cartersville. Notwithstanding such association of other attorneys, this Representation Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the City.

Client further represents that it is authorized to enter into and execute this agreement.

SO AGREED this _____ day of September, 2019.

COUNSEL

CARTERSVILLE, GEORGIA

By: _____
J. Anderson Davis, on behalf
of all counsel herein

By: _____
Matt Santini, Mayor

ATTEST

By: _____
Meredith Ulmer, Clerk

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
CARTERSVILLE, GEORGIA AUTHORIZING EMPLOYMENT OF A
COUNSEL AND THE JOINING OF A LAWSUIT AGAINST INTERNET
ACCOMMODATION SHARING COMPANIES.**

W I T N E S S E T H:

WHEREAS, it is apparent that internet accommodation sharing companies such as Airbnb, Inc. are acting in concert with local property owners to offer temporary accommodations to travelers and occupants within the City's jurisdiction, but are failing to collect and remit taxes properly due on such transactions (including without limitation local City of Cartersville's hotel excise taxes pursuant to O.C.G.A. §48-13-50, *et. seq.*, hereinafter collectively referred to as the "Hotel Tax Claims"), and

WHEREAS, the City desires assistance to obtain the payment of such past and future Hotel Tax Claims and counsel who have previously represented the City on similar claims against other online travel companies have offered to represent the City to collect said claims upon terms and conditions previously agreed to for representation regarding such claims.

NOW, THEREFORE, be it resolved that the City of Cartersville enter into and execute the Representation Agreement attached hereto as Exhibit "A," and that the Mayor of the City of Cartersville be authorized and directed to execute the Agreement.

DULY ADOPTED this ____ day of September, 2019, by a vote of __ to __, in public session for official purposes.

CITY OF CARTERSVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Matt Santini, Mayor

Attest: _____
Meredith Ulmer, Clerk



City of Cartersville

City Council Meeting

9/19/2019 9:00:00 AM

Cartersville Community Transportation Vehicle Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances is amended by deleting Article V - X Reserved and replacing it as follows: This ordinance is adopted to address the interest of public safety. Motorized carts, personal transportation vehicles, electric personal assistive mobility devices and other similar vehicles are not designed or manufactured to be used on public highways, streets and roads, (hereafter “public roads”) and the City of Cartersville in no way advocates their operation on the public roads within its jurisdiction. Adoption of this ordinance is not to be relied upon as a determination by the City of Cartersville that operation of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads is safe or advisable if done in accordance with this Article. By regulating such operation the city is merely addressing safety issues. All persons who operate or ride in motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Please see the attached ordinance for additional details.
City Manager's Remarks:	This is the first reading. The ordinance has been revised by Keith to reflect several changes in the law since 2012. Frank has also reviewed the document and is ok with the revisions. The ordinance states that the City in no way advocates for the operation of motorized carts etc., on public highways, streets or roads but is addressing proper safety issues for those who choose to operate said vehicles within the City.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 12. MOTOR VEHICLES AND TRAFFIC OF THE CODE OF ORDINANCES OF THE CITY OF CARTERSVILLE BY THE MAYOR AND CITY COUNCIL RELATING TO TRAFFIC; TO PROVIDE FOR MOTORIZED CART USE ON CERTAIN DESIGNATED PUBLIC ROADS, RECREATION PATHS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY; TO PROVIDE FOR USE OF PERSONAL TRANSPORTATION VEHICLE USE ON CERTAIN DESIGNATED PUBLIC ROADS, AND OTHER PUBLIC PROPERTY; TO PROVIDE FOR USE OF OTHER VEHICLES ON DESIGNATED PUBLIC ROADS, RECREATION PATHS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY; TO DESIGNATE PUBLIC ROADS, RECREATION PATHS, RIGHTS-OF-WAY, AND OTHER PUBLIC PROPERTY TO BE USED BY SUCH MOTOR VEHICLES; TO PROVIDE FOR PLACES OF CROSSING HIGHWAYS AND PUBLIC ROADS; TO PROVIDE FOR REGISTRATION REQUIREMENTS; TO PROVIDE FOR LICENSING REQUIREMENTS; TO PROVIDE FOR RULES OF OPERATION; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

SECTION ONE

Chapter 12. Motor Vehicles and Traffic of the Code of Ordinances of the City of Cartersville is amended by deleting Article V--X Reserved in its entirety and replacing it as follows:

1
Article V

Sec. 12-136. Short Title.

This Article shall be known as the “Cartersville Community Transportation Vehicle Ordinance.”

Sec. 12-137. Findings and Intent.

This ordinance is adopted to address the interest of public safety. Motorized carts, personal transportation vehicles, electric personal assistive mobility devices and other similar vehicles are not designed or manufactured to be used on public highways, streets and roads, (hereafter “public roads”) and the City of Cartersville in no way advocates their operation on the public roads within its jurisdiction. Adoption of this ordinance is not to be relied upon as a determination by the City of Cartersville that operation of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads is safe or advisable if done in accordance with this Article. By regulating such operation the city is

merely addressing safety issues. All persons who operate or ride in motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the City of Cartersville has no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this Article. Any person who operates motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles is responsible for procuring appropriate insurance as may be required by any State of Georgia law or this Chapter as a condition of operating motorized carts, personal transportation vehicles, electric personal assistive mobility devices, low-speed vehicles, and other similar vehicles on the roads of the City of Cartersville.

Sec. 12-138. Definitions.

The following words and phrases when used in this Article shall have the definitions respectively ascribed to them in this Article.

All-Terrain Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(3).

Bicycle shall have the same definition as set forth in O.C.G.A. § 40-1-1(6).

Dealer shall have the same definition as set forth in O.C.G.A. § 40-1-1(11).

Electric personal assistive mobility device (EPAMD) shall have the same definition as set forth in O.C.G.A. § 40-1-1(15.6).

Gross Weight means the unladen weight of the vehicle plus the weight of any load thereon.

Low-Speed Vehicle (LSV) shall have the same definition as set forth in O.C.G.A. § 40-1-1(25.1).

Moped shall have the same definition as set forth in O.C.G.A. § 40-1-1(28).

Motorized Cart shall have the same definition as set forth in O.C.G.A. § 40-1-1(32).

Motor Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(33).

Pedestrian shall have the same definition as set forth in O.C.G.A. § 40-1-1(42).

Personal Transportation Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(43.1).

Public Road means the entire width between the boundary lines of every right-of-way or place open to the use of the public for purposes of vehicular travel within the boundaries of the City of Cartersville, including streets and alleys.

Sidewalk means that portion of public property of a street between the curb lines, or the lateral lines of a railway, and the adjacent property lines, intended for use only by pedestrians.

Recreation Path means a right-of-way adjacent to motor vehicle travel lanes or other portion of public property of a street between the curb lines, or the later lines of a railway, and the adjacent property lines, or in any other designated public right-of-way or public property designated by signs for shared use by motorized carts, personal transportation vehicles, EPAMD vehicles, bicycles, and pedestrians. Such paths may be designated by resolution of the City Council.

Unladen Weight means the weight of a vehicle without load as per the manufacturer's specifications for such vehicle.

Valid Motor Vehicle Driver's License means any current and valid certificate issued by the state, other state of the United States of America, or international agency which permits persons to operate motor vehicles on the public roads of the state.

Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(75).

Sec. 12-139. Nomenclature.

Any personal transportation vehicle, as defined by this Article, which also qualifies as a motorized cart, as defined by this Article, shall only be considered a motorized cart under this Article and be subject only to the requirements, including registration, equipment, and inspections for motorized carts under this Article.

Sec. 12-140. Motorized Cart Registration.

- (a) A fee of \$15.00 to register each and every motorized cart for use on public roads will be charged by the City of Cartersville to cover the costs of implementing and maintaining this Article. It shall be the duty of every owner of a motorized cart that is operated on public roads, recreation paths, rights-of-way or other public property in the jurisdiction of the City of Cartersville to register the motorized cart with the city within ten (10) business days of the date of purchase. Registration is valid for one (1) year from date of issue and is required to be renewed annually.

- (b) Registration with the City of Cartersville shall include a record of the model, make, any vehicle identification number or serial number on such motorized cart, the name and address of the owner, a contact phone number, and any other such information as the city shall require, all of which shall be maintained by the Police Department of the city.
- (c) Upon registration with the City of Cartersville each motorized cart shall be issued a license decal from the city signifying such registration. The decals must be affixed to the driver's side of the motorized cart in such a manner as to be visible at all times and shall remain permanently with such motorized cart unless the motorized cart is sold or the license is destroyed.
- (d) The failure to have a current registration license decal affixed to a motorized cart for use on public roads, recreation paths, rights-of-way or other public property in the City of Cartersville shall be a violation of this Article and subject the owner of such motorized cart to the penalties set forth in Section 12-152.
- (e) If the motorized cart for use on public roads, recreation paths, rights-of-way or other public property is not registered with the city within ten (10) business days of purchase it shall be considered an unregistered motorized cart and subject the owner of such motorized cart to penalties set forth in Section 12-152. Furthermore, any motorized cart for use on public roads not registered within ten (10) business days of purchase shall be assessed a late registration fee of \$15.00.
- (f) The decal issued by the city shall be non-transferrable from the motorized cart for which it was obtained.
- (g) Upon transfer of the motorized cart to the ownership of another person, the registration must be transferred to the new owner within ten (10) business days of the change in ownership at a cost of \$15.00. If the registration is not transferred within ten (10) business days it shall be considered an unregistered motorized cart and subject the owner of such motorized cart to penalties set forth in Section 12-152. Furthermore, any motorized cart for use on public roads not registered within ten (10) business days of purchase shall be assessed a late registration fee of \$15.00.
- (h) Motorized cart dealers and distributors, along with other commercial establishments, may rent motorized carts to the public for use on designated public roads, recreation paths, rights-of-way or other public property. Each such establishment renting motorized carts shall be required to register each such motorized cart in accordance with this section and shall maintain a written record of each person who rents each cart. Renters shall be required to furnish positive identification, shall be provided a copy of this Article to read, and must be at least sixteen (16) years of age. The registration fee and transfer fees and regulations,

along with all licensing and operation regulations shall be consistent with the provisions of this Article as pertains to motorized carts.

- (i) Only those persons sixteen (16) years of age and older may register a motorized cart. Motorized cart registration may be in one person's name only, and the registration form must be signed by that person.
- (j) Any owner or operator registering a motorized cart with the city agrees to abide by all of the requirements of state law and this code. By registering a motorized cart with the city the owner or operator verifies that the vehicle qualifies to be classified as such under state law and this code.
- (k) The City Council may, at its discretion, and by resolution, waive registration requirements for special events of a limited duration to which out-of-city residents may bring motorized carts as participants. Such special events shall last no longer than seven calendar days.

Sec. 12-141. Personal Transportation Vehicle Equipment and Inspections.

- (a) All personal transportation vehicles which do not also qualify as motorized carts shall comply with all applicable provisions of 40-6-330.1, specifically and in general Chapter 8, Title 40 of the Official Code of Georgia Annotated.

Sec. 12-142. Personal Transportation and Low-Speed Vehicle Registration.

- (a) Any personal transportation vehicle which does not also qualify as a motorized cart, low-speed vehicle, or other motor vehicle required to be registered by Georgia law shall register such motor vehicle with the State of Georgia, as required by law, before being allowed to operate within the boundaries of the City of Cartersville.
- (b) Only registered personal transportation vehicles and low-speed vehicles may be operated on designated public property within the boundaries of the city, subject to limitations provided in this Article.

Sec. 12-143. Motorized Cart Operation Regulations.

- (a) Motorized carts may only be driven on designated public roads, recreation paths, rights-of-way or other public property of the city.
 - (1) The designated public roads shall include all public roads within the jurisdiction of the city which have a speed limit of twenty-five (25 miles

per hour or less or on other public roads as the Mayor and City Council shall approve, except for (list areas which are not meant to be used for motorized carts) and as the Mayor and City Council shall deem inappropriate for use a designated public road for use by motorized carts.

- (2) Designated recreation paths only includes recreation paths which are designed to accommodate motorized carts where a sign has been posted advising that motorized carts are allowed.
 - (3) Designated rights-of-way or other public property includes all public rights-of-way and public property of the city except public property excluded by this Article, by this subsection, or by state law, and does not include the following: (list areas which are not meant to be used for motorized carts).
- (b) Motorized carts shall not be operated on sidewalks at any time.
 - (c) No person shall operate a motorized cart on a public road of the City of Cartersville unless that road is designated for motorized cart use by this Article and appropriate signs giving notice are posted along the public road. The city shall post appropriate signs directing motorized carts and other explicitly allowed vehicles to cross only at designated crossings.
 - (d) No motorized cart may cross any street, road or highway which is part of the state highway system unless such crossing is made at a crossing or intersection designated for that purpose by the Department of Transportation.
 - (e) Motorized carts may cross streets, roads and highways which are part of the City of Cartersville street system and used by other types of vehicles only at crossings or intersections designated for that purpose by the city.
- The city council may designate such crossings or intersections from time to time by resolution.
- (f) Motorized carts may only be operated on public roads, recreational paths, rights-of-way or other public property which are part of the City of Cartersville street system during daylight hours unless the motorized cart complies with equipment regulations which may be promulgated by the Commissioner of Public Safety of the State of Georgia.
 - (g) Motorized cart owners shall maintain their motorized carts in a manner which ensures that an unobstructed view from the driver's seat to the rear is maintained at all times the motorized cart is in operation on public roads.

- (h) The maximum occupancy of a motorized cart traveling on public roads, sidewalks, paths, rights-of-way or other public property shall be one person per designated seat.
- (i) All operators of motorized carts shall abide by all traffic regulations applicable to vehicular traffic when using the designated public roads, recreation paths, rights-of-way or other public property of the city. Where recreation paths exist for motorized carts they must be used in preference to parallel roads with the exclusion of privately held paths.

Sec. 12-144. Personal Transportation Vehicle, Low- Speed Vehicle and All-Terrain Vehicle Operation Regulations.

- (a) Personal transportation vehicles which are not also motorized carts may only be driven on designated recreation paths, rights-of-way or other public property of the city.
 - (1) Designated recreation paths only includes recreation paths which are designed to accommodate personal transportation vehicles where a sign has been posted advising that personal transportation vehicles are allowed.
 - (3) Designated rights-of-way or other public property includes all public rights-of-way and public property of the city except public property excluded by this Article, by this subsection, or by state law, and does not include the following: **(list areas which are not meant to be used for personal transportation vehicles)**.
- (b) Only personal transportation vehicles which also qualify as a motorized cart may be operated on the public roads within the territorial boundaries of the city. Such personal transportation vehicles must comply with all of the requirements for motorized carts under state law and this Article.
- (c) Personal transportation vehicles and low-speed vehicles shall not be operated on sidewalks at any time.
- (d) Personal transportation vehicles which do not also qualify as motorized carts may only be operated on designated recreation paths, rights-of-way within the boundaries of the city and may only cross public roads which are part of the City of Cartersville street system at Department of Transportation designated crossings of the state highway system.
- (e) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the designated public roads, sidewalks, paths, rights-of-way or other property accessible to the public in the city. Where paths exist for personal

transportation vehicles they must be used in preference to parallel roads with the exclusion of privately held paths.

- (f) Any low-speed vehicle being operated on the highways of the state, including city roads and rights of way, shall display an amber strobe light which shall be visible under normal atmospheric conditions from a distance of 500 feet from the front and rear of such vehicle
- (g) No low-speed vehicle shall be permitted to operate on any public road within the territorial boundaries of the city where the posted speed limit exceeds 35 miles per hour. Except as prohibited by law, low-speed vehicles shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour as long as the low-speed vehicle is traveling from one street with a posted speed limit of 35 miles per hour or less to another street with a posted speed limit of 35 miles per hour or less.
- (h) No all-terrain vehicle shall be permitted to operate on any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city. Violations will be prosecuted under the Code of Georgia, Title 40, Chapter 7, pertaining to “off-road vehicles”.
- (i) Personal transportation vehicles which are not also motorized carts may operate on recreational paths, rights-of-way and other public property at night only when utilizing head lamps and tail lamps.

Sec. 12-145. Gasoline-Powered Motorized Carts and Personal Transportation Vehicles.

- (a) Every gasoline-powered motorized cart and personal transportation vehicle shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - (1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - (2) The exhaust system in its own shall be securely fastened, including the consideration of missing or broken brackets or hangers.
 - (3) The engine and power mechanism of every gasoline-powered motorized cart or personal transportation vehicle shall be so equipped, adjusted, and tuned, as to prevent the escape of excessive smoke or fumes.
- (b) It shall be unlawful for the owner of any gasoline-powered motorized cart or personal transportation vehicle to operate or permit the operation of such gasoline-powered motorized cart or personal transportation vehicle on which any

device controlling or abating atmospheric conditions, which is placed on the gasoline-powered motorized cart or personal transportation vehicle by the manufacturer, to render the device unserviceable by removal, alteration, or other interference with its operation.

- (c) All gasoline-powered motorized carts or personal transportation vehicles shall be maintained in working order and kept in good condition and shall be subject to inspection by city officials at reasonable times and intervals.
- (d) All gasoline-powered motorized carts or personal transportation vehicles shall be maintained in such condition so that they are incapable of "backfiring", or otherwise operating so as to make loud noises; or create noise as a result of an operators equipping the gasoline-powered motorized cart or personal transportation vehicle with a certain device.

Sec. 12-146. Motorized Cart Operator Licensing Regulations.

- (a) Those persons possessing a valid motor vehicle driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the highways of the state may operate and drive a motorized cart on designated public roads, recreation paths, rights-of-way or other permitted public property of the city.
- (b) Those persons who are sixteen (16) years of age or older but do not hold a valid motor vehicle driver's license may drive a motorized cart on the on designated public roads, recreation paths, rights-of-way or other public property of the city if they are accompanied by a person at least eighteen (18) years of age who holds a valid motor vehicle driver's license.
- (c) No person under the age of sixteen (16) years shall be permitted to operate a motorized cart on designated public roads, recreation paths, rights-of-way or other public property of the city.
- (d) Those persons who are eighteen (18) years of age and older, possessing a valid photo identification card indicating their age may drive a motorized cart on designated public roads, recreation paths, rights-of-way or other public property of the city without possessing a valid motor vehicle driver's license.

Sec. 12-147. Personal Transportation and Low-Speed Vehicle Operator Licensing Regulations.

Only those persons possessing a valid motor vehicle driver's license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the public roads of the state may operate a personal

transportation vehicle which does not also qualify as a motorized cart or low-speed vehicle on the public roads within the territorial boundaries of the city.

Sec. 12-148. Recreation Path Users – Authorized.

Authorized users of recreation paths are as follows:

- (a) Pedestrians;
- (b) Non-motorized vehicles;
- (c) Roller skates, roller blades, non-powered scooters and skateboarders (daylight only);
- (d) Registered motorized carts provided that the vehicle is operated at a speed not to exceed twenty-five (25) miles per hour and only on designated recreation paths;
- (e) Emergency and authorized maintenance vehicles;
- (f) Bicycles;
- (g) Wheelchairs;
- (h) Registered low-speed vehicles provided that the vehicle is operated at a speed not to exceed twenty-five (25) miles per hour and only on designated recreation paths; and
- (i) Registered personal transportation vehicles provided that the vehicle is operated at a speed not to exceed twenty-five (25) miles per hour and only on designated recreation paths;

Sec. 12-149. Recreation Path Users – Prohibited.

- (a) Automobiles and trucks (except authorized emergency and maintenance vehicles);
- (b) Motorcycles;
- (c) Motorized Bicycles;
- (d) Mopeds;
- (e) Horses;
- (f) Go-carts;

- (g) Un-registered motorized carts;
- (h) Un-registered personal transportation vehicles;
- (i) Motorized scooters;
- (j) Un-registered low-speed vehicles; and
- (k) All-terrain vehicles.

Sec. 12-150. Insurance.

- (a) The owner or operator of a motorized cart is liable for his or her own actions. Any person who operates or owns a motorized cart is responsible for procuring liability insurance and verifying coverage in terms enough to cover risk involved in using such motorized cart on designated public roads, recreation paths, rights-of-way or other public property of the city.
- (b) The owner or operator of a personal transportation vehicle which does not also qualify as a motorized cart shall keep proof or evidence of required minimum insurance coverage in the personal transportation vehicle at all times during the operation of the motor vehicle as required by state law.
- (c) The owner or operator of a low speed vehicle shall keep proof or evidence of required minimum insurance coverage in the low speed vehicle at all times during the operation of the motor vehicle as required by state law.

Sec. 12-151. Hazardous Activities and Special Rules.

- (a) Blocking of public access to any public roads, sidewalks, recreation paths, rights-of-way or other public property of the city shall be prohibited, except for permitted events.
- (b) Persons using recreation paths should always give due consideration and reasonable right of way to other users of the recreation path to ensure safe passage for all parties.
- (c) A warning or announcement shall be given by persons using recreation paths when approaching slower moving parties from the rear. The warning or announcement may be verbal, but it is recommended that users operating vehicles utilize an audible warning device, such as a horn or bell.

- (d) All operators and passengers of motorized carts, low-speed vehicles, personal transportation vehicles, and other motor vehicles shall remain seated at all times during the operation of motor vehicle.

Sec. 12-152. Penalties.

- (a) Any person who violates the terms of this Article shall be cited to appear before the municipal court or other court of appropriate jurisdiction and, upon conviction, punished as provided in the Code of Ordinance of the City of Cartersville, Georgia.
- (b) In addition to enforcing sanctions against the operator, any violation of this Article shall be charged against the registered owner of the vehicle, and all fines and penalties shall be levied against the registered owner of the vehicle as follows:
 - (1) For the first offense, a fine of not to exceed \$100.00;
 - (2) For the second offense committed within one year of conviction for a first offense, a fine of not to exceed \$250.00; and
 - (3) For a third offense committed within one year of conviction for a second offense for a vehicle, a fine of not to exceed \$1,000.00, and if a motorized cart the registered owner's motorized cart city registration shall be revoked. The registered owner cannot thereafter register a motorized cart for use in the city for a period of two years following the third conviction. Additionally, such person shall be prohibited from operating a motorized cart or personal transportation vehicle on the public roads, recreation paths, rights-of-way, or other public property for a period of two years.
- (c) Any violation by an operator of a low-speed vehicle shall be charged against the operator according to the provisions of Title 40 of the Official Code of Georgia and this Code. Any violation by an owner of a low-speed vehicle shall be charged against the owner according to the provisions of Title 40 of the Official Code of Georgia and this Code.
- (d) Any violation by and operator of a personal transportation vehicle, EPAMD, or other motor vehicle may be charged against the operator according to this Code or according to the provisions of Title 40 of the Official Code of Georgia.

2.

Article VI---X. Reserved

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective immediately upon its adoption by the City Council.

First Reading:_____

Second Reading:_____

BE IT AND IT IS HEREBY ORDAINED

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Itron MV-90 Annual Maintenance

SubCategory:	Contracts/Agreements
Department Name:	Electric
Department Summary Recommendation:	The Electric Department is seeking approval of the renewal of our annual maintenance contract with Itron. We must use Itron's MV-90 software to program our larger customers' meters and to download the interval data necessary to prepare the monthly billing. This software analyzes the customers' demands, their consumption and provides the totalization necessary for customers with multiple meters to be treated like a single meter. This is a sole-sourced item and a budgeted expense. The Electric Department is requesting your approval to renew the annual MV-90 maintenance agreement with Itron for \$11,663.94.
City Manager's Remarks:	This is the annual renewal for the MV-90 software for the electric department. This software allows the department to bill the large industrial customers. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



US_001_OU

Date Printed : 03-JUN-2019

Maintenance Renewal Quote

Page: 1 of 1

Customer Name: City of Cartersville, Georgia
Customer Number: 1522
Bill To Contact: John Dooley
Customer Address: PO Box 1390
Cartersville,GA 30120-1390

Contract Number: SC00001852
Description: City of Cartersville, Georgia

Contract Duration: 01-OCT-2019 - 30-SEP-2020

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
SOFTWARE					
51 - 100 METERS,MV-90 XI SINGLE PC STD CONFIG, ELECT DEL		01-OCT-2019	30-SEP-2020	1	3,179.90
Incremental Increase to 100 Meters			Subtotal :	1	3,179.90
MVLT XI SINGLE COPY LICENSE,ELECTRONIC DELIVERY		01-OCT-2019	30-SEP-2020	1	1,162.20
			Subtotal :	1	1,162.20
MV-90 XI TCP-IP SINGLE PC		01-OCT-2019	30-SEP-2020	1	653.74
			Subtotal :	1	653.74
MV-90 XI BASE SINGLE PC		01-OCT-2019	30-SEP-2020	1	0.00
			Subtotal :	1	0.00
MV-90 XI SINGLE PC 50 METER		01-OCT-2019	30-SEP-2020	1	6,668.10
			Subtotal :	1	6,668.10
MVLT XI BASE		01-OCT-2019	30-SEP-2020	1	0.00
			Subtotal :	1	0.00
	SOFTWARE		Subtotal :	6	11,663.94
Contract Grand Total :				6	11,663.94

Item # 18

NOTE: This is not an invoice



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Containment Systems

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Rec Dept issued an RFP for Netting & Posts on Fields 3 & 4 at the Sports Complex on June 24, 2019. Proposals were due on August 14, 2019. We received 8 proposals & chose Containment Systems out of Birmingham, AL for this project. The Parks & Rec Dept is requesting approval for Containment Systems to add netting & posts to Fields 3 & 4 at the Sports Complex with the total cost of this project being \$63,000.00. This is a budgeted item & the last of the GO Bond money.
City Manager's Remarks:	This is a budgeted item to be covered by the remaining GO Bond money. This is for netting and posts at Fields 3 and 4 at the Sports Complex. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid with the remaining GO Parks & Rec Bond funds.
Legal:	This contract has been reviewed by the City Attorney
Associated Information:	



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

THIS IS AN AGREEMENT, made this ____ day of _____, 2019, between:

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

and

CONTAINMENT SYSTEMS hereinafter referred to as "CONTRACTOR". CITY and CONTRACTOR may hereinafter collectively be referred to as "the Parties".

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

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

1.1 Containment Systems shall conduct contracted services generally described as **Cartersville Sports Complex Fields 3 & 4 Netting and Post** at the following locations: Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, GA 30120. The total cost of the project is **\$63,000.00**.

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

1.3 The Contractor and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon contracted schedules.

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

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

Parks and Recreation Agreement for Outside CONTRACTORS

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

ARTICLE 2.0 **Equipment & Materials**

2.1 All materials and equipment needed or pertaining to the above stated CONTRACT will be provided by the CONTRACTOR at his/her own cost and expense. All equipment provided by the CONTRACTOR shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

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

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

2.4 The CONTRACTOR shall inspect the premises and equipment offered to him/her for his/her proposed AGREEMENT and if he or she finds anything wrong with the premises or equipment shall report immediately to the DEPARTMENT.

ARTICLE 3.0 **Insurance**

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

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

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

Parks and Recreation Agreement for Outside CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 4.0 **Term and Termination**

4.1 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **December 31, 2019**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and CONTRACTOR.

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

Parks and Recreation Agreement for Outside CONTRACTORS

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

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

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

ARTICLE 5.0 **Indemnification**

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

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

ARTICLE 6.0 **Americans with Disabilities Act**

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

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

Parks and Recreation Agreement for Outside CONTRACTORs

ARTICLE 7.0 **Miscellaneous**

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

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

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

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

7.5 Time is of the essence of this Agreement.

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

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

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

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

Parks and Recreation Agreement for Outside CONTRACTORs

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

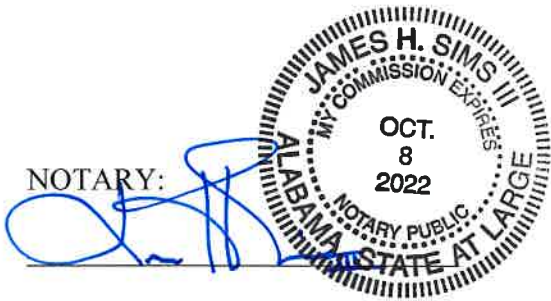
CITY:

ATTEST:

MEREDITH ULMER, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

NOTARY: _____



CONTRACTOR:

BY: _____

NAME: TOM PANKEY

TITLE: CUSTOMER REP

COMPANY: CONTAINMENT SYSTEMS

[AFFIX CORPORATE SEAL]

Parks and Recreation Agreement for Outside CONTRACTORS

EXHIBIT "A"**PROPOSAL**

Containment Systems 3620 Oakdale Road, Birmingham, AL 35223 (205) 533-7040
 Netting and Containment Structure Specialists

August 12, 2019

Project: Cartersville Sports Complex Field 3 & 4 Netting & Post, RFP 19-009

Est. No.: 19073

Scope

Provide all labor, material and equipment required for a complete design-build backstop net system per the concept listed in RFP 19-009 dated 6/24/19. Including Addenda 1 & 2.

Our proposal is Design-Build. Pole and foundation are designed per code for 105 mph wind gust and .75" of Ice at 30 mph.

Backstop Netting System

- 4 ea. 16x.25 dia. painted steel poles with 8'-10"x24" concrete foundation w/ collars
- 4 ea. 12.75x.25 dia. painted steel poles with 8'-10"x24" concrete foundation
- 6'x6'x12 concrete collars with 4ea. #5 rebar top & bottom
- 12,507 SF #36 twisted knotted nylon netting, 1.75" mesh opening at backstops
- 3,000 LF 5/16 galv. EHS steel strand attachment cables
- 4 ea. End Guys with 10" single helix and 8' guy markers
- 1,050 cadmium coated attachment clips for superior corrosion resistance
- All required hardware
- 1-year manufacturer material defect warranty and a 3-year installation warranty

Price \$ 63,000

Clarifications and Exclusions:

- Excludes sales tax
- Excludes prevailing wages
- Excludes cost for performance and payment bond
- Includes **1 mobilization**
- Includes stamped engineered shop drawings
- Design based on **105 mph winds, Exposure B, Includes Ice loads: 0.75" @ 30 mph Risk Category I per ASCE 7-10**
- Steel poles painted with Carbozinc 11 primer and Carbothane 8845 two-part acrylic aliphatic polyurethane, color: black, other colors available
- Proposal is contingent on the ability to access site with required equipment and excludes temporary roads, pads or matting if required
- Excludes repairs to grade, sidewalks or sod caused by equipment access
- Contingent on agreeable contract terms and full scope of work
- **Excludes spoils removal from site**
- **Excludes de-watering**
- **Excludes rock drilling or un-suitable sub-soil conditions**
- **Rock to be defined when DM47 digger derrick cannot advance holes' depth 1 foot in 2 minutes**



City of Cartersville

**City Council Meeting
9/19/2019 9:00:00 AM
Facility Rental Fees Update**

SubCategory:	Other
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Parks & Recreation Dept is requesting an update to existing rental fees from January 1, 2014. This includes a small increase in some rental fees as well as providing more consistent fees for some of the facility rentals. We are recommending the updated facility rental fee schedule to Mayor & Council for approval.
City Manager's Remarks:	This cleans up the facility rental fees. They have not been updated since 2014. Your approval of the updates to the facility rental fees for Parks and Rec is recommended.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

Cartersville Parks & Recreation Department
2019 Facility Rental Fees
(Effective August 16, 2019)

Gymnasium: (Director approved only)	Aubrey Street Recreation Gym:	\$300.00/day (8 hours)
	Damage/Clean-up Deposit	100.00/reservation
	Birthday Parties:	100.00 (2 hours)
	CPRD Team Parties:	25.00/hour
	Each Additional hour	25.00/hour

Dellinger Park	Diamond Fields	\$75.00/hour w/lights
		50.00/hour w/o lights
	Rectangle Field (*with exceptions)	75.00/hour w/lights
		50.00/hour w/o lights
	Birthday Party (2-hour min)	same as above
	Track (400 m)	20.00/hour
	Basketball Courts	25.00/hour/court
	(Director's judgment, if 1 or 2 courts should be used)	
	Gazebo	75.00/day
	<i>Pavilions:</i>	
	Individual	75.00
	Cartersville City Schools:	no charge
	Schools inside Bartow County:	no charge
	Schools outside Bartow County:	no charge
	Business outside Bartow County:	150.00
	Each additional shelter:	75.00
*Athletic Event: (Director approved only)	Football Field (3 hours)	300.00/event
	Each additional hour	see above w/ or w/o lights
	• Includes press box	
	• Does not include concession stand (additional fee)	
	• Proof of Liability Insurance required	
	• Field will be lined off during CPRD football season only	

Cartersville Sports Complex	Diamond Fields	\$75.00/hour w/lights
		50.00/hour w/o lights

Etowah RiverWalk	5k Race	\$150.00/1 st 6 hours
		\$25.00 ea additional hour
	Special Event Fees (festival, etc)	\$600.00/day
Refundable Security Deposit: \$1,000 (non-alcohol), \$2,000 (alcohol)		

Sam Smith Park/Deerfield	Multi-Purpose Fields	\$25/hr	\$125.00/field/day
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Cartersville Parks & Recreation Department
2014 Facility Rental Fees
(Effective January 1, 2014)

Gymnasium: (Director approved only)	Aubrey Street Recreation Gym:	\$300.00/day (8 hours)
	Damage/Clean-up Deposit	100.00/reservation
	Birthday Parties:	100.00 (2 hours)
	CPRD Team Parties:	25.00/hour
	Each Additional hour	25.00/hour

Dellinger Park	Softball Fields	\$35.00/hour w/lights 25.00/hour w/o lights
	Football Field (*with exceptions)	35.00/hour w/lights 25.00/hour w/o lights
	Birthday Party (2 hour min)	same as above
	Track (440 yards)	20.00/hour
	Basketball Courts	10.00/hour/court
	(Director's judgment, if 1 or 2 courts should be used)	
	DP: Conference Room	Not available
	Gazebo	75.00/day
	Miniature Golf	2.00/game
	Birthday Party (2 hour min)	25.00/hour (20 ppl max)
	<i>Picnic Shelters:</i>	
	Individual	50.00
	Cartersville City Schools:	no charge
	Schools inside Bartow County:	15.00 (lunch only)
	Schools outside Bartow County:	25.00 (lunch only)
	Churches inside Bartow County:	50.00
	Church outside Bartow County:	75.00
	Business inside Bartow County:	100.00
	Business outside Bartow County:	150.00
	Each additional shelter:	50.00
Athletic Event: (Director approved only)	Football Field (3 hours)	300.00/event
	Each additional hour	see above w/ or w/o lights
	• Includes press box • Does not include concession stand (additional fee) • Proof of Liability Insurance required • Field will be lined off during CPRD football season only	

Cartersville Sports Complex	Baseball Fields	\$35.00/hour w/lights 25.00/hour w/o lights
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Sam Smith Park/Deerfield	Multi-Purpose Fields	\$125.00/field/day
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City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Floyd County Taxes

SubCategory:	Other
Department Name:	Gas System
Department Summary Recommendation:	The attached tax bill in the amount of \$5,774.09 is for our facilities in Floyd County. I recommend Council approval of this amount.
City Manager's Remarks:	This is the annual tax bill from Floyd County for our gas facilities located there. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

2019 Property Tax Statement

Kevin Payne
FLOYD COUNTY
#4 GOVT PLAZA
Floyd County Historic Court House
Rome, GA 30161

Bill Number	Due Date	Total Due
2019 - 7487	11/15/2019	\$5,774.09



* 2 0 1 9 - 7 4 8 7 *

RETURN THIS FORM WITH PAYMENT

(Interest and Penalties will apply after due date)

Account Number: 52904
Map Number: 999 022
Location: PUBLIC UTILTIY



CARTERSVILLE CITY GAS CO
DIRECTOR ATTN: GARY W RIGGS
PO BOX 1390
CARTERSVILLE, GA 30120-1390

0004755 000014

Pay online at www.floydcountytax.com

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Floyd County Tax Commissioner

Return this portion with payment

Kevin Payne
FLOYD COUNTY
#4 GOVT PLAZA
Floyd County Historic Court House
Rome, GA 30161



Tax Payer: CARTERSVILLE CITY GAS CO
Account Number: 52904
Map Code: 999 022
Description: PUBLIC UTILITY OPERATING-UNINC
Bill Number: 2019 - 7487
District: 2
Location: PUBLIC UTILTIY

Phone: (706) 291-5148 Fax: (706) 233-0033

Building Value	Land Value	Acreage	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
\$565,409.00	\$0	0	\$565,409	11/15/2019		11/15/2019		
TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	\$480,598	\$192,239	\$0.00	\$192,239	0	\$0.00	\$0.00	\$0.00
COUNTY M&O	\$480,598	\$192,239	\$0.00	\$192,239	12.165	\$2,338.59	\$0.00	\$1,822.43
SALES TAX ROLLBACK	\$480,598	\$192,239	\$0.00	\$192,239	-2.685	\$0.00	(\$516.16)	\$0.00
SCHOOL M&O	\$480,598	\$192,239	\$0.00	\$192,239	18.25	\$3,508.36	\$0.00	\$3,508.36
FIRE TAX	\$480,598	\$192,239	\$0.00	\$192,239	1.65	\$317.19	\$0.00	\$317.19
SOLID WASTE	\$480,598	\$192,239	\$0.00	\$192,239	0.656	\$126.11	\$0.00	\$126.11
TOTALS					30.036	\$6,290.25	(\$516.16)	\$5,774.09

Handwritten: C/Gold
Stamp: AUG 30 2019

APPEALED TEMPORARY BILL

A gradual reduction and elimination of the state tax millage rate is the result of property tax relief passed by the Governor, the House of Representatives and the Georgia State Senate.

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead exemption authorized for all homeowners, certain elderly persons are entitled to additional exemptions. The full law relating to each exemption must be referred to in order to determine eligibility. If you are eligible for one of these exemptions and are not now receiving the benefit of exemption, you must apply no later than April 1st in order to receive the exemption in future years. If you feel your property value is incorrect you should file a tax return requesting reduction in the value for next year's taxes. Information on filing a return or filing an exemption can be obtained from the Tax Assessors office.

Interest and penalties will begin to accrue after the due date. If a receipt is desired, please include a stamped, self-addressed envelope. If your bill is to be paid by a mortgage company, please send top portion of this statement to them. Taxes may be paid online or in the office with a credit card. A 2.5% plus \$.30 per transaction charge will be added to your payment.

Bill Number:	2019 - 7487
Due Date:	11/15/2019
Current Due:	\$5,774.09



* 2 0 1 9 - 7 4 8 7 *

Item # 21

IF YOU HAVE SOLD THIS PROPERTY, PLEASE FORWARD THIS BILL TO THE NEW OWNER

1. YOU ARE REQUIRED TO FILE A TAX RETURN ON YOUR PROPERTY BETWEEN JANUARY 1 AND APRIL 1, IN THE YEAR FOLLOWING THE PURCHASE OF THE PROPERTY.
2. IF OWNERSHIP HAS CHANGED PLEASE FORWARD THIS STATEMENT TO CURRENT OWNER.
3. IF MORTGAGE PAYMENTS INCLUDE A TAX ESCROW AMOUNT SEND STATEMENT TO YOUR LENDING INSTITUTION BEFORE THE DUE DATE.
4. NOTE : ADDITIONAL CHARGES WILL BE ADDED IF NOT PAID BY THE DUE DATE SHOWN ON TAX NOTICE.
5. IF THERE IS A QUESTION CONCERNING THE ASSESSMENT OF YOUR PROPERTY PLEASE CONTACT THE BOARD OF ASSESSORS OFFICE.
6. FAILURE TO RECEIVE TAX NOTICE WILL NOT RELEASE TAXPAYER OF PENALTY AND INTEREST CHARGES.
7. PAID RECEIPT BY REQUEST ONLY.

"Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to regular homestead exemption authorized for all homeowners, certain elderly persons are entitled to additional homestead exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption **If you are eligible for one of these exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption no later than April 1st** in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact the office of the Board of Assessors, which is located at 101 West 5th Ave. and which may be contacted by telephone at **(706)291-5143**.

If you feel that your property has been assigned too high a value for tax purposes by the Board of Assessors, you should file a tax return no later than April 1st in order to have an opportunity to appeal the valuation. Information on filing a return can be obtained from the Board of Assessors office at the above address and telephone number."



City of Cartersville

City Council Meeting
9/19/2019 9:00:00 AM
Comcast Cable Damage

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	Our crew damaged five cables belonging to Comcast Cable on July 24, 2019. Our crew took reasonable and adequate care to avoid damaging Comcast's cables. The utility marks placed by their contract locator were inadequate to determine that additional buried cables were below. We uncovered eight cables, but missed five others which we damaged with only five cable marks indicated. We worked with our City Attorney's office to reduce the requested repair fee. We also worked with the PSC's Office of Pipeline Safety and the Utilities Protection Center GA-811 representatives, but the PSC's group did not feel our case was strong enough to prevent Comcast from collecting the \$6,398.00 for the repairs in Civil Litigation. We have scheduled safe excavation practice training to lessen chances of future damages.
City Manager's Remarks:	Keith Lovell, Michael Hill and others within the gas department have worked to reduce this cost as well as refuting the claim due to the Comcast locator inadequately marking the cables. However, after discussion with the PCS, they did not feel the case was strong enough to prevent Comcast from collecting. Your approval of the \$6,398.00 invoice from Comcast is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Memorandum

To: Tamara Brock
Cc: Michael Hill
From: Michael Dickson
Date: September 10, 2019
Re: Comcast Cable Damage July 2019

Our crew damaged five cables belonging to Comcast Cable on July 24, 2019. In my opinion our crew took reasonable and adequate care to avoid damaging Comcast's cables. However, the utility marks placed by their contract locator were inadequate to determine that additional buried cables were below. We uncovered eight cables but missed five others which we damaged with only five cable marks indicated.

We have worked with the City Attorney's office to reduce the requested repair fee. The total sum of **\$6,398.00** due to pay for the repair. We also worked with the PSC's Office of Pipeline Safety and the Utilities Protection Center GA-811 representatives but, the PSC's group didn't feel our case was strong enough to prevent Comcast from collecting for the repairs in Civil Litigation.

We have scheduled safe excavation practice training in to lessen chances of future damages.



Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

September 11, 2019

City of Cartersville Gas
Michael Dickson
PO Box 1390
Cartersville, GA 30120

ATTN: Claims Department
RE: Your file number: Policy Number:

Claim Number: 199063329
Date of Damage on/about: 7/24/2019 11:24:00 AM
Location of Damage at/near: 30 Cottage Walk NW (Summer PI NW), Cartersville, GA 30121
Amount Owed: \$6,398.00

Our company is handling the recovery interests of COMCAST. Your company (or your sub-contractor) damaged Comcast facilities while at the above location, discovered on/about 7/24/2019 12:00:00 PM.

Damage to five (5) spans of underground .625 coaxial cable during gas line excavation by City of Cartersville Gas.
FOUR SPANS OF THE CABLE WERE PERMANENTLY REPAIRED BY SPLICING. AN ADDITIONAL SPAN OF 338 FEET REQUIRED FULL REPLACEMENT. Please email David Albert at David_Albert@phoenixlosscontrol.com for additional documentation.

Based on the information provided by the client, we have found you to be liable for this damage to Comcast facilities. Please forward any information that may dispute our findings, or payment in full, within 15 days of receipt of this correspondence.

If you are insured, you may consider turning this matter over to your insurance carrier, otherwise payment is due within 15 days of this letter and invoice. Pay online with a credit card, debit card, or bank account (eCheck/ACH) by visiting <https://cts.phxloss.com/pay>. Checks, Certified Money Orders, or Cashier's checks should be made payable to Phoenix Loss Control, Inc. and sent to:

Phoenix Loss Control, Inc.
P.O. Box 271504
Littleton, CO 80127

Please reference our claim number at the top of your check. If you have questions or require additional information, please contact me at the number listed below during normal business hours.

Sincerely,

David Albert
Claims Manager, Phoenix Loss Control, Inc.
Phone: 404-423-4242
Email: David_Albert@phoenixlosscontrol.com



Phone: 404-423-4242
Email: David_Albert@phoenixlosscontrol.com

Phoenix Loss Control
P.O. Box 271504
Littleton, CO 80127

City of Cartersville Gas
Michael Dickson
PO Box 1390
Cartersville, GA 30120
Phone: 770-387-5642

First Notice

Date
9/11/2019
Claim #
199063329
Client
Comcast

QTY	Description	Unit Price	Total
12.00	.625 cable - flooded	\$0.44	\$5.28
338.00	.625 cable - flooded	\$0.44	\$148.72
2.00	.625 pin connector	\$4.17	\$8.34
8.00	.625 splice connector	\$13.72	\$109.76
2.00	connector - PIN to F	\$2.16	\$4.32
12.00	heat shrink	\$7.81	\$93.72
1.00	Investigator Fee	\$142.15	\$142.15
1.00	Loss of Use	\$718.05	\$718.05
1.00	NAICS 524291 vendor service	\$2,463.30	\$2,463.30
400.00	RG-11 cable	\$0.16	\$64.00
2.00	RG-11 connector	\$4.42	\$8.84
7:00	Service Vehicle - Regular Time	\$31.28	\$218.96
7:00	Service Vehicle - Regular Time	\$31.28	\$218.96
7:00	Tech - Maintenance Tech III - Regular Time	\$75.31	\$527.17
7:00	Tech - Maintenance Tech III - Regular Time	\$75.31	\$527.17
338.00	underground cable placement	\$7.81	\$2,639.78
		Sub-Total	\$7,898.52
		Payments	\$0.00
		Balance	\$6,398.00
	Please remit payment of balance within 15 days of this notice. Thank You!		

Damage Address at/near: 30 Cottage Walk NW (Summer PI NW), Cartersville, GA 30121



Please reference your claim number: 199063329 on checks or correspondence.

Please visit <https://cts.phxloss.com/pay> to pay online with a credit card, debit card, or bank account (eCheck). You will be asked to provide your claim number.

Please Send Payment To:
Phoenix Loss Control, Inc.
P.O. Box 271504
Littleton, CO 80127

Damage Claim Report



Claim #: 199063329

Client: Comcast

Initial Damage Call

Date of Report: 7/24/2019 **Market:** Big South : GA Atlanta
Damage Date/Time on/about: 7/24/2019 11:24:00 AM **Office:** Atlanta
Damage Location at/near
Address 1: 30 Cottage Walk NW
Cross Streets: (Summer PI NW),
City: Cartersville **State:** GA **Zip:** 30121
County: Bartow

Damage Information

Detail of Loss/Damage:

Damage to five (5) spans of underground .625 coaxial cable during gas line excavation by City of Cartersville Gas.

Comments Made at Scene:

Location Type	Activity Type	Damage By	Facility Type
Dedicated Public Utility Easement	Natural Gas	Backhoe/Trackhoe	Buried Cable

Damager

Contact: Michael Dickson **Bill This Address?** Yes
Company: City of Cartersville Gas
Address 1: PO Box 1390
Address 2:
City: Cartersville **State:** GA **Zip:** 30120
Phone: 770-387-5642

Locate

Company: USIC **Bill This Address?** No
Address 1: 9045 North River Road **Address 2:** Suite 300 **City:** Indianapolis **State:** IN **Zip:** 46240
Locate Ticket #: 07179-276-035 **Locate Claim #:** 30520190724024 **Dig Start Date/Time:** 7/24/2019 11:24:00 AM
Locates Accuracy: Excavator failed to maintain clearance after verifying marks



City of Cartersville

City Council Meeting

9/19/2019 9:00:00 AM

Williams Transco Expansion Silt and Erosion Control Design

SubCategory:	Engineering Services
Department Name:	Gas Systems
Department Summary Recommendation:	Stephenson Engineering, Inc. has provided a proposal to design the silt and erosion control for the 6" expansion for the Williams/Transco Delivery Point to the Brown Farm Road Regulating Station. They have satisfactorily performed these duties for the City of Cartersville in the past. I recommend Council approval of the total proposed amount of \$9,800.00.
City Manager's Remarks:	Your approval of Stephenson Engineering to complete the design for silt and erosion control at the Transco delivery point is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill, Director

cc: Michael Dickson, Assistant Director

From: Brian Friery, Gas System Engineer

Date: September 3, 2019

RE: Silt & Erosion Control Design Services
Natural Gas Main Extension
6" Expansion: Williams/Transco Delivery Point
to Brown Farm Road Regulating Station
Cartersville Project No. CP-16-002

As you know, we have requested proposals to provide silt and erosion control design services for the above referenced project from two (2) local consulting engineering firms experienced in performing these services for the Gas System in the past as professional services. The Bailey Civil Group, Inc. of Cartersville, Georgia provided a proposal in the amount of \$12,500.00 and Stephenson Engineering, Inc. of Cartersville, Georgia provided the low proposal in the amount of \$9,800.00.

As you know, Stephenson Engineering, Inc. of Cartersville, Georgia has satisfactorily performed silt and erosion control design services for the Gas System in the past and is fully capable of performing such services for this project. I, therefore, recommend the City award this proposal in the amount of \$9,800.00 to Stephenson Engineering, Inc.