



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 7/2/2019
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. June 20, 2019 (Pages 1 - 27)

[Attachments](#)

B. Resolutions

1. Time Change for Civic Youth Day, September 19, 2019 (Pages 28 - 29)

[Attachments](#)

C. Second Reading of Ordinances

1. Alcohol Control Board - Establishment and Composition (Pages 30 - 32)

[Attachments](#)

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

1. SU19-03: Special Use Permit for Religious Institution. Applicant: Four Points Church (Pages 33 - 52)

[Attachments](#)

2. Z19-01: Rezone 212+/- Acres from R-20 to R-10 for Single Family Detached Development Along Belmont Drive in Carter Grove. Applicant: Avanti Properties Group (Pages 53 - 71)

[Attachments](#)

3. Z19-03: Rezone 4.18+/- acres from G-C to H-I. Applicant: Tilley Properties Inc. (Pages 72 - 98)

[Attachments](#)

4. Z19-04: Rezone 7.28+/- acres from H-I/ MN to H-I. Applicant: Tilley Holdings LLC (Pages 99 - 113)

[Attachments](#)

E. First Reading of Ordinances

1. Chapter 5. Article III. Section 5-7. Maximum Number of Dogs and Cats (Pages 114 - 116)

[Attachments](#)

F. Easements

1. Right of Way Deed of Dedication - Highlands Investments Project (Pages 117 - 121)

[Attachments](#)

G. Engineering Services

1. Grassdale Rd Sidewalk-Engineering Services Contract (Pages 122 - 137)

[Attachments](#)

H. Contracts/Agreements

1. TargetSolutions Online Training Platform Agreement (Pages 138 - 141)

[Attachments](#)

I. Bid Award/Purchases

1. Workers Compensation TPA Agreement (Pages 142 - 147)

[Attachments](#)

2. D&C Restock – 2019_3 (Pages 148 - 151)

[Attachments](#)

J. Change Order

1. Center Road Sewer Replacement Project – Final Adjustment Change Order (Pages 152 - 158)

[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
7/2/2019 7:00:00 PM
June 20, 2019

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Council minutes from June 20, 2019.
City Manager's Remarks:	The minutes are recommended for Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 June 20, 2019
 6PM. – Work Session
 7PM. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Absent: Cary Roth, Ward Three

II. Regular Agenda

A. Council Meeting Minutes

1. June 6, 2019

A motion to approve the June 6, 2019 City Council Meeting Minutes as presented was made by Council Member Cooley and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

B. Budget

1. Budget Ordinance for the Fiscal Year 2019-20

Tom Rhinehart, Finance Department Head stated based on recommended changes from the Council regarding the budget presentation made on May 14, 2019, the fiscal year 2019-20 budget ordinance is attached. The proposed budget is a balanced budget and decreased \$17,861,190 over the fiscal year 2018-19 budget and equates to a 9.75% decrease. The proposed budget includes salary adjustments in all departments, a 1.0 mill increase in the city's property tax millage rate, an increase in staff, an increase in health insurance premiums for both the city and the employees, an increase in the city residential water and sewer rates, a decrease in the out of the city residential sewer rates, an increase in the monthly base water and sewer rates, an increase in fire service monthly charges for all pipe sizes, an increase in surcharges for high strength waste, and an increase in the gas base monthly rates.

Budget comparison by type for the FY 2020 proposed budget compared to the FY 2019 budget include: personnel expenses increase by \$1,706,965 (salary adjustments, increase in pension cost, and health insurance premiums); operating expenses increased \$1,285,800; purchase of commodities decreased by \$1,806,610; BID tax expenses decreased by \$9,725; debt service expenses decreased \$1,918,030; capital expenses increased \$925,815 (increase in water and sewer capital expenses, and decrease in gas capital expenses), and transfers to the general fund remain the same.

One small change has been made since the first reading of the budget ordinance - a \$2,000 reduction in the outside agency funding occurred as the amount for the Cartersville Bartow Economic Development decreased. This resulted after I was informed the amount, I included in the budget was incorrect. The new total budget for the general fund is \$26,653,300 instead of \$26,655,300 that was introduced at the first reading on June 6, 2019. The amended FY 2019-20 budget ordinance is attached for your review.

Mr. Rhinehart recommended approval of the proposed FY 2019-20 budget as amended and presented for the second reading.

Council Member Stepp made a motion to approve Budget Ordinance for the Fiscal Year 2019-20 and Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0.

Copy of budget ordinance is available in the Clerk's office.

C. Second Reading of Ordinances

1. Amendment to Utilities Ordinance Regarding Gas Rates

Mr. Rhinehart stated the Gas Department has proposed an increase to the fixed monthly base rates for all customers as the last adjustment was in July 2015. The increase will allow the Gas Department to continue maintaining the existing gas infrastructure as well as update/expand the system to fulfill the needs of existing and future customers.

The proposed increases are as follows: Residential customers increase from \$10/month to \$15/month; Commercial customers increase from \$15/month to \$20/month. I recommend approval of the proposed gas rate increases beginning July 1, 2019.

A motion to approve the Amendment to Utilities Ordinance Regarding Gas Rate effective July 1, 2019 as presented was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to **CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES.** Section 24-221 - Gas system firm rate schedule - Residential, Section 24-222 - Same – Commercial, Section 24-223 – Same – Industrial, Section 24-224 – Gas system transport rate schedule – Industrial, and Section 24-225 – Gas system interruptible rate schedule - Industrial are hereby amended by deleting Section 24-221, Section 24-222, Section 24-223, Section 24-224, Section 24-225, and Section 24-231, Paragraph (h) in their entirety and replacing them as follows:

- Sec. 24-221. - Gas system firm rate schedule—Residential.

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 40 - firm - residential - year round (water heater).*

Applicability. This rate is applicable to all residential customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(c) *Code 40A - firm - residential (excess flow valve) - year round (water heater).*

Applicability. This rate is applicable to all residential customers with year round consumption and an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
Monthly maintenance charge	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(d) *Code 47 - firm residential - heat only.*

Applicability. This rate is applicable to all residential customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
All consumption @	0.20
Plus PGCI	

(e) *Code 47A - firm residential - (excess flow valve) heat only.*

Applicability. This rate is applicable to all residential customers that do not have year round consumption and have an excess flow valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$ 15.00
Monthly maintenance charge	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99; Ord. No. 21-09, § 1, 3-19-09)

• Sec. 24-222. - Same—Commercial.

(a) **Availability.** Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) **Code 41 - firm - commercial - year round (Water heater).**

Applicability. This rate is applicable to all commercial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(c) **Code 48 - Firm - Commercial Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94)

(d) **Code 41A - firm - commercial (excess flow valve and/or curb valve)-year-around (Water heater).**

Applicability. This rate is applicable to all commercial customers with year round consumption and an excess flow valve/or curb valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
Monthly maintenance charge....	5.00
1st 25 therms @	0.175
Next 175 therms @	0.111
Over 200 therms @	0.083
Plus PGCI	

(e) **Code 48A - Firm - Commercial (excess flow valve and/or curb valve) Heat Only.**

Applicability. This rate is applicable to all commercial customers that do not have year-round consumption and have an excess flow valve and/or curb valve installed on their service line. No gas may be resold or transported to other premises.

Monthly service charge	\$20.00
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Monthly maintenance charge....	5.00
All consumption @	0.20
Plus PGCI	

(Ord. No. 17-94, 5-12-94; Ord. No. 16-15, 6-18-15; Ord. No. 10-17, § 1, 4-20-17)

- **Sec. 24-223. - Same—Industrial.**

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 42 - firm - industrial - heat only.*

Availability. Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(c) *Code 42 - firm - industrial - heat only.*

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	0.20
Plus PGCI	

(d) *Code 43 - Firm - Industrial Process.*

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95
Plus PGCI	

During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm.

(Ord. No. 17-94, 5-12-94)

- **Sec. 24-224. - Gas system transport rate schedule—Industrial.**

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 44 - Small Transport.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.178/DT

Storage fee	0.30/DT
Plus PGCII	

(c) *Code 46 - large transport.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGCIII	

(d) *Code 49 - industrial incentive.*

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly Service Charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.178/DT
Storage fee	0.30/DT
Plus PGC III	

(Ord. No. 17-94, 5-12-94; Ord. No. 11-99, 2-18-99)

• **Sec. 24-225. - Gas system interruptible rate schedule—Industrial.**

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 45 - interruptible.*

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCII	

(c) **Code 45A - interruptible asphalt manufacturing facility.**

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.178/DT
Plus PGCI	

It is the intention of the city council and it is hereby ordained that the provisions of Ordinance No. 17-94 shall become and be made part of the Code and the sections of said ordinance may be renumbered to accomplish such intention.

(Ord. No. 17-94, 5-12-94; Ord. No. 38-09, § 1, 6-2-09)

Secs. 24-226, 24-227. - Reserved.

Secs. 24-231.- Generally, Paragraph (h)

h) A capital improvement charge of \$0.0178/therm shall be applied to all purchased gas costs.

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 or alphabetized to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the day of.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

2. Amendment to Utilities Ordinance Regarding Water/Sewer Rates

Tom Rhinehart stated the proposed fiscal year 2019-20 budget includes several changes in the Water and Sewer Fund rates to address the maintenance and capital issues of the water fund. First, residents inside the city limits will have a 5% increase to the base tier rate, from \$9.45/month to \$9.92/month. This will be an increase of \$2.73 per month for the average residential customer based on 7,000 gallons consumed. Second, the budget proposes a 4% decrease to the sewer rate for residents outside the city limits. The current charge is \$4.15/month and the new proposed amount is \$3.98/month. Third, the budget proposes a 5% increase in the fire service monthly charges for all pipe sizes. Finally, the budget proposes an increase in the surcharge for high strength waste. This fee increase is due to the cost to treat waste water and the city has not increased this fee since 1999.

With these proposed increases in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2019.

Council Member Hodge made a motion to approve the Amendment to Utilities Ordinance Regarding Water/Sewer Rates effective July 1, 2019. The motion was seconded by Council Member Cooley and carried unanimously. Vote: 5-0.

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 III. EXTENSIONS Section 24-44 CHARGES (h) and (i), ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES** is hereby amended by deleting said Section 24-44 paragraphs (h) and (i), Section 24-64 and Section 24-147 in their entirety and replacing them with the following:

1.

Sec. 24-44. - Charges.

(h) Wastewater discharges between three hundred (300) mg/L and eight hundred fifty (850) mg/L of BOD will be assessed a surcharge. Enforcement shall be initiated for BOD discharges exceeding eight hundred fifty (850) mg/L. Wastewater discharges between three hundred (300) mg/L and one thousand five hundred (1,500) mg/L of TSS will be assessed a surcharge. Enforcement shall be initiated for TSS discharges exceeding one thousand five hundred (1,500) mg/L.

(1) BOD

a.	0—300 mg/l	0.00/lb.
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b.	301—850 mg/l	0.45/lb.
c.	851 mg/l	0.45/lb. plus enforcement

(2) TSS

a.	0—300 mg/l	0.00/lb.
b.	301—1,500 mg/l	0.25/lb.
c.	1,501 mg/l	0.25/lb. plus enforcement

(3) These became effective on July 1, 2019.

- (i) For samples with an average COD value that is greater than two and one-half (2.5) times average BOD surcharges will be based on COD. For samples with an average COD value that is less than two and one-half (2.5) times average BOD, surcharges will be based BOD. Wastewater discharges between seven hundred fifty (750) mg/l and two thousand five hundred (2,500) mg/l will be assessed a surcharge on COD as applicable. Enforcement shall be initiated in addition to surcharge for discharges exceeding two thousand five hundred (2,500) mg/l.**

(1) COD

a.	0—750 mg/l	0.00/lb.
b.	750—2,500 mg/l	0.20/lb.
c.	2,501 mg/l	0.20/lb. plus enforcement

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

(a.) Water Monthly Billing	City	Outside City
(1) Minimum bill according to meter size:		
(i) 5/8" or 3/4"	\$ 9.92	\$ 16.67
(ii) 3/4" full flow	\$ 14.89	\$ 24.27

(iii) 1"	\$ 23.16	\$ 39.43
(iv) 1 ¼" or 1 ½"	\$ 46.31	\$ 72.79
(v) 2"	\$ 89.31	\$150.13
(vi) 4"	\$165.39	\$293.43
(vii) 6"	\$258.00	\$424.62
(viii) 8"	\$330.78	\$586.88
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.05/100 cu. ft.	\$3.76/100 cu. ft.
(b) 9 – 14 consumptions per month	\$3.08/100 cu. ft.	\$3.86/100 cu. ft.
(c) 15 – 19 consumptions per month	\$4.66/100 cu. ft.	\$4.66/100 cu. ft.
(d) 20 + consumptions per month	\$6.50/100 cu. ft.	\$6.50/100 cu. ft.
(ii) Apartments, Multiples & Commercial Meters	\$3.37/100 cu. ft. \$4.66/100 cu. ft.	\$4.57/100 cu. ft. \$4.66/100 cu. ft.
(iii) Irrigation System Meters	\$2.05/100 cu. ft.	\$3.76/100 cu. ft.
(iv) Industrial and All Other Meters		

(b.) Sewage Monthly Billing	City	Outside City
(1) Minimum bill according to meter size:		
(i) 5/8" or 3/4"	\$ 9.92	\$ 9.92
(ii) 3/4" full flow	\$ 14.89	\$ 14.89
(iii) 1"	\$ 23.16	\$ 23.16
(iv) 1 ¼" or 1 ½"	\$ 46.31	\$ 46.31
(v) 2"	\$ 89.31	\$ 89.31
(vi) 4"	\$165.39	\$165.39
(vii) 6"	\$258.00	\$258.00
(viii) 8"	\$330.78	\$330.78
(2) Plus consumption	\$2.25/100 cu. ft.	\$3.98/100 cu. ft.

(c.)	Tap Fees—Prior to the issuance of a tap, the following fees are required:				
(1)	(in inches)	Water Tap Inside City	Water Tap Outside City	Sewer Tap Inside City	Sewer Tap Outside City
(i)	¾	\$1,100.00	\$1,200.00	\$950.00	\$1,200.00
(ii)	1	1,200.00	1,400.00	1,000.00	1,300.00
(iii)	1½	2,200.00	2,400.00	1,150.00	1,600.00
(iv)	2	2,500.00	2,700.00	1,200.00	1,900.00

(v)	4	3,000.00	3,200.00	1,775.00	3,050.00
(vi)	6	3,500.00	3,700.00	2,150.00	3,800.00
(vii)	8	4,000.00	4,200.00	2,620.00	4,740.00
(viii)	Multi-unit, per unit	1,100.00	1,200.00	950.00	1,200.00

(2) Other provisions:

(i) For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.

(ii) If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation

(d.)	Capacity fees—A capacity fee for water and/or sewer service shall be requested for each new tap or on any increase in volume with respect to an existing tap.			
(1)	<i>Water Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>	
(i)	$\frac{3}{4}$	\$1,020.00	\$930.00	
(ii)	1	\$1,700.00	\$1,540.00	
(iii)	1½	\$3,500.00	\$3,090.00	
(iv)	2	\$5,590.00	\$4,940.00	
(v)	3	N/A	\$7,410.00	
(vi)	4	\$10,100.00	\$9,030.00	
(vii)	6	\$15,600.00	\$14,450.00	
(viii)	8	\$20,280.00	\$18,780.00	
(ix)	multi-unit/per unit	\$1,020.00	\$930.00	
(2)	<i>Sewer Capacity Fee (in inches)</i>	<i>City</i>	<i>Outside City</i>	
(i)	$\frac{3}{4}$	\$1,300.00	\$1,260.00	
(ii)	1	\$2,160.00	\$2,520.00	
(iii)	1½	\$4,320.00	\$4,030.00	
(iv)	2	\$6,910.00	\$8,050.00	
(v)	3	N/A	\$10,040.00	

(vi)	4	\$13,470.00	\$13,050.00
(vii)	6	\$20,200.00	\$19,580.00
(viii)	8	\$26,260.00	\$25,454.00
(ix)	multi-unit/per unit	\$1,300.00	\$1,260.00

(3) Other provisions:

(i) Apartments and hotels per unit calculations.

(a) All hotel and apartment units with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

(b) All hotel and apartment units without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of an apartment or hotel and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (1) Restaurant;**
- (2) Lounge;**
- (3) Car wash;**
- (4) Lobby;**
- (5) Full kitchen (not part of restaurant);**
- (6) Linen Laundry;**
- (7) Guest Laundry;**
- (8) Swimming Pool.**

(ii) Assisted Living Facility, Nursing Home, and Hospital per unit calculations.

(a) All resident/patient rooms with refrigerator and stove are to be calculated as a single (1) unit (¾" water meter equivalent) for capacity fees.

(b) All patient rooms without refrigerator and stove are to be calculated as one-half unit (¾" water meter equivalent) for capacity fees. The following, if part of a nursing home, assisted living facility, or hospital and served by a single meter are to be considered a separate unit for capacity fees. The capacity fee will be calculated as a single (1) unit based on meter size. If the following are served by a master meter, they are considered to be a separate unit to be calculated as a single (1) unit (¾" water meter equivalent):

- (1) Restaurant;**
- (2) Lounge;**
- (3) Car wash;**

- (4) Lobby/Waiting Room;
- (5) Full kitchen (not part of restaurant);
- (6) Linen Laundry;
- (7) Guest Laundry;
- (8) Swimming Pool.

(e.) Unmetered Private fire service charges – Monthly Billing	City	Outside City
(1) In Inches:		
(i) 2	\$ 20.55	\$ 37.67
(ii) 4	\$ 30.83	\$ 56.51
(iii) 6	\$ 41.09	\$ 75.36
(iv) 8	\$ 82.18	\$150.71
(v) 10	\$205.44	\$376.77
(vi) 12	\$308.18	\$565.15

(f.)	Fire hydrant flow test.	City	Outside City
		\$250.00	\$250.00

Any new or upgraded fire services will be required to install full flow meters and will pay the normal monthly minimum on meter service. This fee will be in lieu of the sprinkler charges referred in subsection (e) above.

3.

Sec. 24-147. Reserved.

4.

This Ordinance shall become effective on July 1, 2019.

5.

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

D. Contracts/Agreements

1. Contracts for Performing Services

Mr. Rhinehart stated this item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The dollar amount recommended is the same as last year. The agencies and amounts for this year are:

- Cartersville-Bartow Library/ \$454,500
- Cultural Arts Alliance/ \$51,000
- Juvenile Court/ \$15,000
- Bartow Health Access/ \$2,000
- Good Neighbor Homeless Shelter/ \$2,000
- Summer Hill Learning Center/ \$1,200
- Eddie Lee Wilkins Youth Association/ \$18,000
- Bartow-Cartersville Joint Development Authority/ \$200,000

Council Member Fox made a motion to approve the Contracts for Performing Services. The motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

E. First Reading of Ordinances

1. Alcohol Ordinance Amendments

Randy Mannino, Planning and Development Department Head stated this ordinance will update the composition of the Alcohol Control Board (ACB) to consist of seven (7) members, who must be residents of the city. These seven members will serve four (4) year terms, except the Mayor's appointee will serve a two (2) year term.

This is a first reading and does not require a vote.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE V. – ALCOHOL CONTROL BOARD. SECTION 4-200. – ESTABLISHMENT, COMPOSITION is hereby deleted in its entirety and replaced with the following:

1.

Sec. 4-200. - Establishment, composition.

- (a) There was previously established an alcohol control board (sometimes referred to as the "ACB"), which shall consist of five (5) residents of the city. As of the ____ day of _____, 2019, the ACB shall consist of seven (7) members, whom shall be residents of the city. However, up to two (2) council members may serve on the ACB. Each council member and the mayor shall recommend one appointee to the ACB, whom shall be voted on by the city council to serve on the ACB. All current members may serve the remainder of their current terms, unless the city council decides to appoint an entire new board. Upon the election or appointment of a new city council member or mayor, said official has the right to appoint a new appointee, or allow the then current appointee to continue serving their current term.
- (b) All other members of the alcohol control board shall also be chosen and appointed by the city council. All members shall serve four (4) year terms, except the Mayor's appointee whom shall be for a two (2) year term, except as indicated above.
- (c) There are no term limits for appointees to the ACB.
- (d) Each member shall serve his specified term and/or until his successor is appointed and qualified, unless a city council member, then their term is concurrent with their term of office.
- (e) In all actions by the alcohol control board, all members of the alcohol control board shall be eligible to vote.
- (f) The vote of four (4) members shall be required to approve any action. The board shall adopt bylaws to govern its meetings and rules for conducting the same.
- (g) For every meeting attended, said members shall be paid thirty-five dollars (\$35.00) per meeting.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

F. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. SU19-03: Special Use Permit for Religious Institution. Applicant: Four Points Church

Mr. Mannino stated Four Point Church wishes to lease a suite on the eastern end (front) of this multi-tenant commercial building for their church. Parking and utilities are in place and available. Religious institutions are allowed in the M-U zoning district. A special use permit is required for all religious institutions.

Public Hearing:

Scott Machan, Acworth, GA came forward to speak for the application.

Public hearing was closed.

2. Z19-01: Rezone 212+/- Acres from R-20 to R-10 for Single Family Detached Development Along Belmont Drive in Carter Grove. Applicant: Avanti Properties Group

Mr. Mannino stated Avanti Properties Group requests to rezone 211+/- acres in the Carter Grove community from R-20 (Single Family residential) to R-10 (Single Family residential) to create 330 lots, an amenities area, and a minimum of 98 acres of greenspace.

Public Hearing:

Joe Harris, Cartersville, GA came forward to speak for the application.

Chris Easterwood, Dallas, GA came forward to speak for the application.

Lori Patch, Cartersville, GA came forward to speak for the application.

Pamela Morris, Cartersville, GA came forward to speak for the application.

Public hearing was closed.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Avanti Properties Group. Property is located Carter Grove Plantation – Belmont Drive (C107-0001-042). Said property contains 212.55 acres located in the 4th District, 3rd Section, Land Lots 1064, 1096, 1097, 1136, 1137, 1168, 1209 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R-20 Single Family Residential to R-10 Single Family Residential with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 6th day of June 2019.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

3. Z19-03: Rezone 4.18+/- acres from G-C to H-I. Applicant: Tilley Properties Inc.

Mr. Mannino stated Tilley Properties, Inc. requests to rezone 4.18+/- acres of the G-C zone (General Commercial) to H-I(Heavy Industrial) of this 26.5 acre, G-C/ H-I split zoned parcel. The southern H-I boundary would adjust to the south and west reducing the G-C area by approximately 50% and creating a narrower G-C tract along the entire property boundary adjacent to Hwy 41.

Public Hearing:

David Flint, Atlanta, GA came forward to speak for the application.

Public hearing was closed.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Tilley Properties. Property is located 640 Joe Frank Harris Parkway (C018-0001-003). Said property contains 212.55 acres located in the 4th District, 3rd Section, Land Lots 529 and 530 as shown on the attached plat Exhibit "A". Property is hereby rezoned from Heavy Industrial (H-I) & General Commercial (G-C) to Expanded H-I area & Reduced G-C. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 6th day of June 2019.

ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini, Mayor

/s/ _____
Meredith Ulmer, City Clerk

4. Z19-04: Rezone 7.28+/- acres from H-I/ MN to H-I. Applicant: Tilley Holdings LLC

Mr. Mannino stated Tilley Holdings, LLC requests to rezone 7.3+/- acres from a split zoning of H-I (Heavy Industrial)/ MN (mining) to H-I only. Mining activities ceased many years ago. The applicant wishes for the zoning to reflect the actual use of the entire parcel.

Public Hearing:

David Flint, Atlanta, GA came forward to speak for the application.

Public Hearing was closed.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Tilley Holdings. Property is located Joe Frank Harris Parkway (C018-0001-008). Said property contains 7.27 acres located in the 4th District, 3rd Section, Land Lot 530 as shown on the attached plat Exhibit "A". Property is hereby rezoned from MN (Mining) & H-I (Heavy Industrial) to Heavy Industrial (H-I). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 6th day of June 2019.
ADOPTED this the day of. Second Reading.

/s/_____
Matthew J. Santini
Mayor

ATTEST:

/s/_____
Meredith Ulmer
City Clerk

G. Contracts/Agreements

1. Annual Software Maintenance for CityView Software

Mr. Maninno stated in April 2018, the City Council approved the initial GDOT grant to construct the storm drainage system and land acquisition/condemnation costs in the amount of \$1,013,043. As of last month when access to the property was approved to install the storm drainage system, bids were let and received from contractors for this work. Due to the additional costs to clear and grub the site along with the storm drainage installation costs, GDOT has issued a supplemental agreement in the amount of \$134,470.60 for these additional costs, which requires a local match of 5% or \$6,723.53 for these additional funds. I recommend approval of this supplemental agreement.

A motion to approve Annual Software Maintenance for CityView Software was made by Council Member Fox and seconded by Council Member Hodge. Motion carried unanimously. Vote: 5-0.

2. Public Art Under Bridge

Lillie Read, Downtown Development Manager stated this is revisiting a previous proposal for placing a piece of public art under the bridge at Gilmer Street. After meeting with Tommy Sanders and Dennis Graham, a new mounting system has been devised for the piece. An updated design is being presented for consideration by Council. Staff recommends approval of this project.

Motion to approve the Public Art Under the Bridge was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Mayor Pro Tem Cooley presided over the following item.

3. Rotary Club of Etowah for July 4, 2019 Celebration

Tamara Brock, City Manager stated this is a contract between the City of Cartersville and the Rotary Club of Etowah for the July 4th celebration at Dellinger Park. Additionally, JRM

Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event.

A motion to approve Rotary Club of Etowah for July 4, 2019 Celebration was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Mayor Santini continued to preside over the meeting.

4. Legends Sports Media Contract

Tom Gilliam stated the Parks and Rec Department is requesting that Legends Sports Media be allowed to generate sports advertisements to support the department's effort to replace the scoreboards on Fields 1, 3 and 4 of the Cartersville Sports Complex. The City is granting Legends Sports Media to sell, market, and deliver Sports Advertisements on these scoreboards. There will be no fee paid from the City for these scoreboards as Legends Sports Media will keep 100% of the sale of advertising space on these 3 scoreboards.

A motion to approve the Legends Sports Media Contract was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

5. Website Company Renewal and Redesign

Rebecca Bohlander, Public Relations and Communications Manager stated prices were gathered from three website companies. Our current company, CivicPlus, has reduced their rate from \$14,289.94 to \$10,000. The reduction is due to the fact that our price had not been reduced over the years, as website technology has improved and costs have gone down. CivicPlus includes a free redesign every four years, and it is now time for our 100% redesign of the site.

Revise was another option and their cost is \$11,500 for the first three years which includes the design of the page and will require 6 months of design time. Lastly, a local agency submitted a bid range of \$25,200-\$41,200, with the amount dependent on how detailed the website would be. That would involve a 6-7-month process. Ms. Bohlander recommend we renew with CivicPlus and begin work on the complete redesign immediately.

Motion to approve Website Company Renewal and Redesign was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

6. Crowdstrike Services Agreement

Dan Porta, Assistant City Manager stated the Fiber Department hired Crowdstrike to assist the city in responding to a security incident. The contract was in an amount not to exceed \$40,000 and is recommended for your approval.

Motion to approve the Crowdstrike Services Agreement was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

H. Bid Award/Purchases

1. Property and Casualty Insurance Renewal

Mr. Porta stated in fiscal year 2016-17 the city made the switch to Travelers and Liberty Mutual Insurance to cover city buildings, equipment and vehicles. In August 2017 Liberty Mutual Insurance sent out an appraiser who inspected many city facilities and adjusted the values of the buildings and several assets at the Water Treatment Plant (WTP) and Water Pollution Control Plant (WPCP) were added individually to the insurance property list, which in effect increased the property values. Due to the large increase in premium, Liberty Mutual agreed to only adjust the premium by 50% in fiscal year 2018-19 and then add the balance in fiscal year 2019-20. Based on this the property insurance portion of the premium has increased by \$56,744 over the prior fiscal year, mainly due to the additional WTP and WPCP facilities being added to the schedule.

Also, due to increases in the city budget, additional vehicles in the city's fleet and insurance losses, the insurance premium increased over the prior year. The proposed annual premium is \$664,253 and is recommended for your approval.

A motion to approve Property and Casualty Insurance Renewal was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

2. NCI Fiber Installation

Mr. Porta stated the Fiber Department has a five-year agreement with Schnitzer Steel located at 301 Industrial Park Drive to provide them internet service and an IP address for \$501 per month. In order to serve this customer, the Fiber Department would like to hire NCI to bore and install fiber conduit to this customer location at a cost of \$14,316.00. There will be some ancillary charges in addition to the NCI cost, however, the customer has agreed to pay \$8,000 of the installation costs. The payback for serving this new customer is approximately 16 months and I recommend approval of hiring NCI.

A motion to approve NCI Fiber Installation was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

3. CDW - G Software Purchase

Mr. Porta stated the Fiber Department would like to purchase Falcon Complete from CDW-G in the amount of \$56,402.50 for 350 PCs and servers. Falcon Complete is a malware software and will aid the Fiber Department in maintaining our PCs and servers. Mr. Porta recommended approval of this purchase.

Motion to approve the CDW – G Software purchase was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

4. Acceptance of Bids for Sale of Fire Station #3 Property, 1220 Hwy 113

Mrs. Brock stated responses to the RFP for the Old Fire Station #3 and adjoining Woff, LLC tract were received from:

- Dempsey Auction Company
- H&H Realty, LLC
- LakePoint Realty Group
- Max Spann Real Estate and Auction Company
- Professional Realty Group, Inc.

The RFP responses were reviewed and we recommend the acceptance of the best bid from Dempsey Auction Company with the condition that the City Manager be allowed to negotiate the final terms with Dempsey Auction Company and Woff, LLC.

Note: The RFP response packets are available for review by Council.

Council Member Stepp made a motion to approve the Acceptance of Bids for Sale of Fire Station #3 Property, 1220 Hwy 113. Motion was seconded by Council Member Hodge and carried unanimously. Vote: 5-0.

5. D & C Restock 2019_02

Bob Jones, Water Department Head stated the Distribution and Collection Division (D&C) needs to restock certain meter setting valves and branch pieces. Quotes were requested for the needed items and received from:

Hayes Pipe Supply, Inc.	\$5,702.26
Core & Main	\$5,761.94
Ferguson Waterworks	\$5,808.60
Kendall Municipal Supply	\$6,276.68

Mr. Jones recommended approval of the Hayes Pipe Supply quote in the amount of \$5,702.26. This is a budgeted item.

Council Member Hodge made a motion to approve D & C Restock 2019_02 and the motion was seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

6. Wash Water Tank Replacement

Mr. Jones stated the Water Treatment Plant (WTP) uses a 500,000 gallon prestressed concrete tank to store potable water, which is used to wash filters. This is

the original tank from 1970. The tank was scheduled for inspection and cleaning in 2017 as a matter of routine maintenance. During its first inspection, significant defects were revealed inside the tank.

Precon Corporation, a manufacturer and installer of prestressed concrete tanks, was asked to perform a detailed condition assessment of the tank. Precon noted concerns about the structural stability of the roof dome and segments of the tank wall. Large cracks were noted along the circumference of the tank as well as a delamination of the interior roof. They estimate only a few years of remaining reliable service.

Wiedeman and Singleton Engineers (WSE) received bids from pre-qualified contractors on May 24, 2019 for construction of a new wash water tank based on their design. The following bids were received:

Crom, LLC \$911,400.00

PreCon Corporation \$799,000.00

WSE has reviewed the two bids and recommends award to PreCon Corporation. I concur with their recommendation.

Council Member Cooley made a motion to approve the Wash Water Tank Replacement. Motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

Council Member Hodge made a motion to add two items to the agenda and it was seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

Added Items:

Ante Litem Notice:

Keith Lovell, City Attorney stated he recommended denial for ante litem claim from the Zagoria law Firm.

Motion to deny was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Relocate City Utilities:

Mr. Lovell stated Bartow County needs to relocate some City Utilities for a County Road Project. Mr. Lovell requested Mayor & City Clerk to execute the documents including prior rights agreement.

Motion to approve the execution of documents including prior rights agreement was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

I. Monthly Financial Report

1. April 2019 Financial Report

Mr. Rhinehart gave the financial report comparing April 2019 to April 2018.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

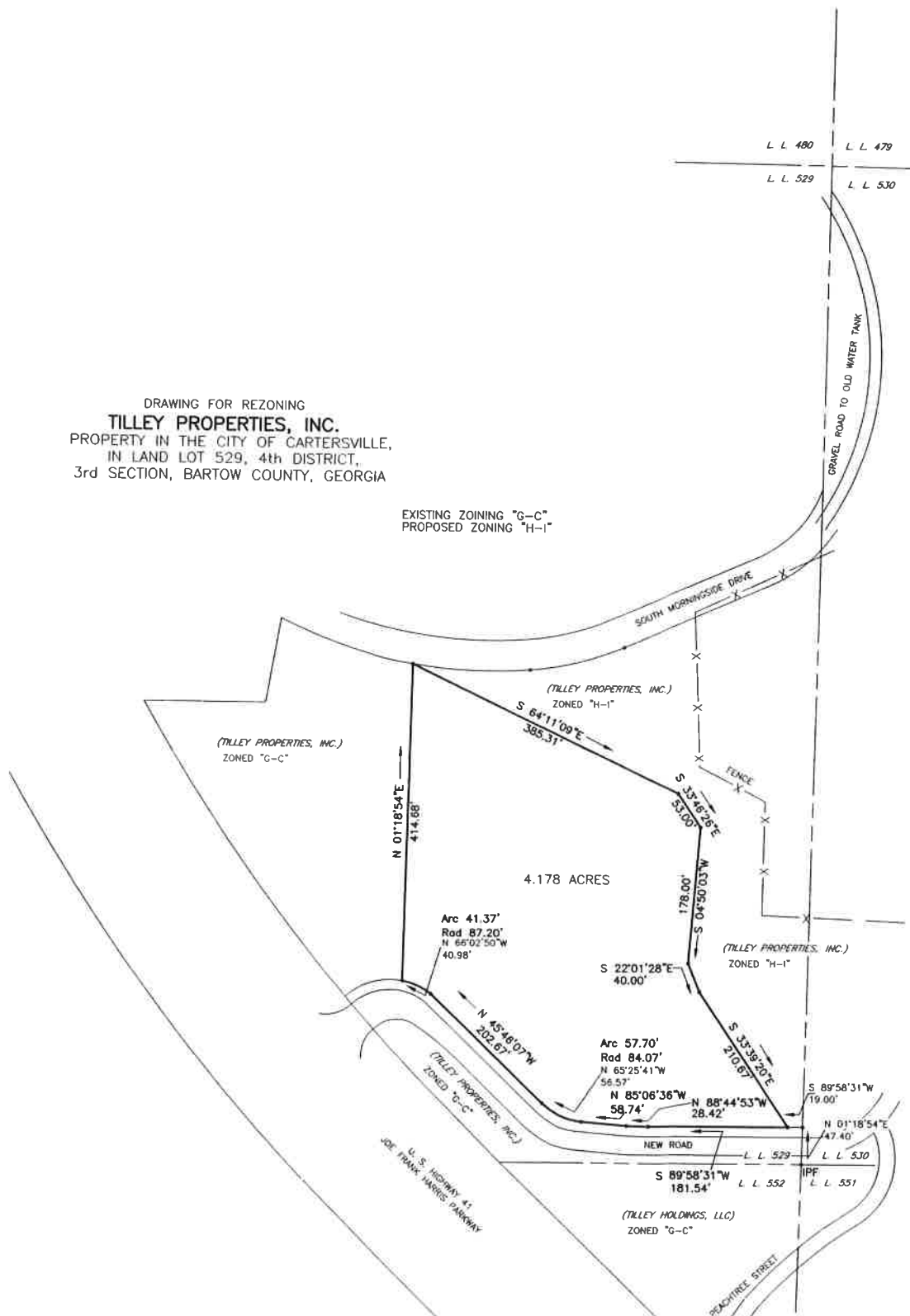
ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

DRAWING FOR REZONING
TILLEY PROPERTIES, INC.
 PROPERTY IN THE CITY OF CARTERSVILLE,
 IN LAND LOT 529, 4th DISTRICT,
 3rd SECTION, BARTOW COUNTY, GEORGIA

EXISTING ZONING "G-C"
 PROPOSED ZONING "H-1"

Item # 1



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

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

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

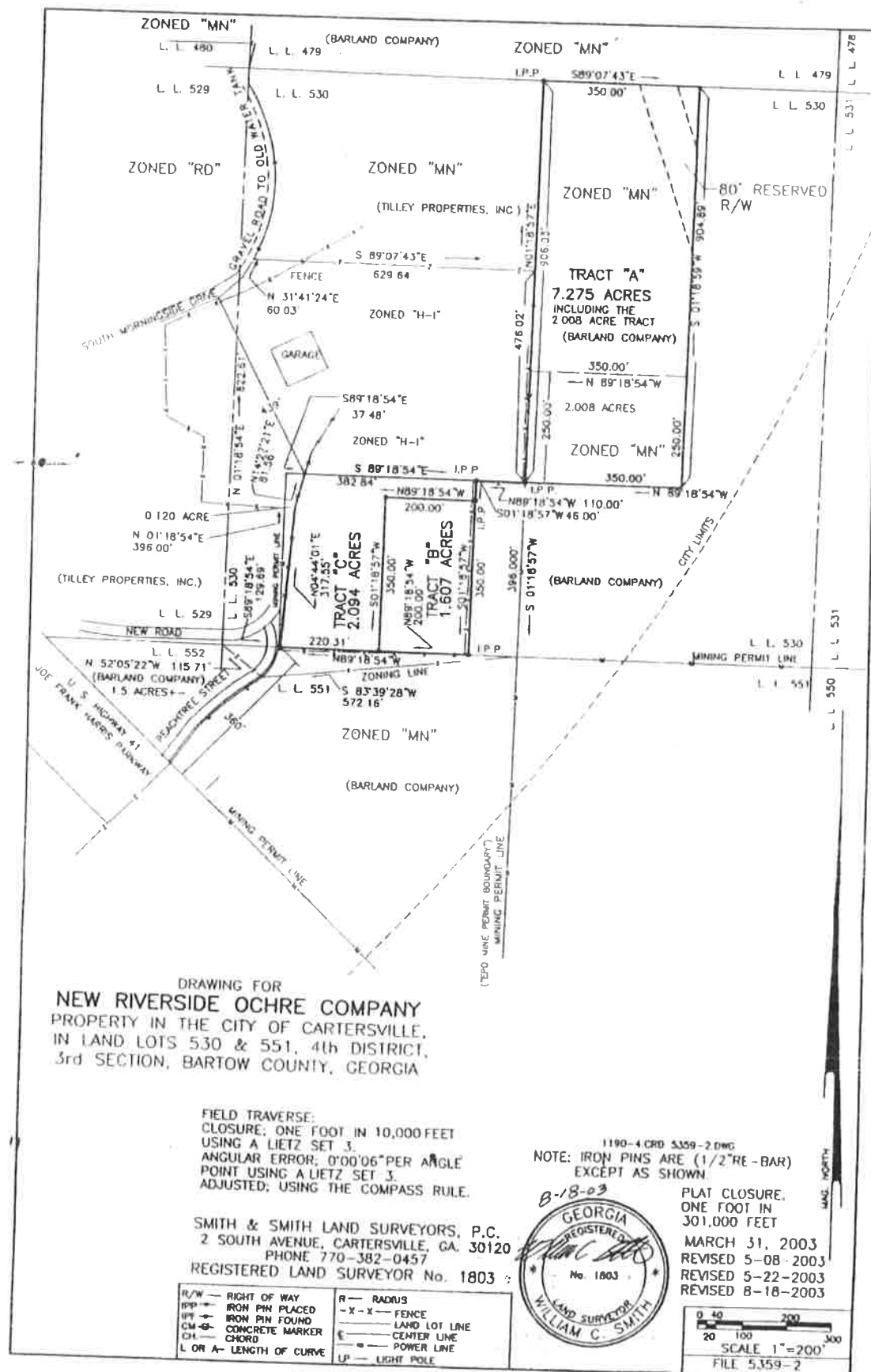
1190-4.CRD 5359-8.DWG
 FLOOD INSURANCE RATE MAP 13015C0060 F
 DATED SEPT 29, 1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

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



PLAT CLOSURE;
 ONE FOOT IN
 192,000 FEET.
 MAY 7, 2019

0 20 100
 10 50 150
 SCALE 1"=100'
 FILE 5359-8



Item # 1

Exhibit "C"



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Time Change for Civic Youth Day September 19, 2019

SubCategory:	Resolutions
Department Name:	City Manager
Department Summary Recommendation:	This is an annual occurrence allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for September 19, 2019, so the time of the meeting is changed from 7 PM to 9 AM.
City Manager's Remarks:	Your approval of the meeting time change is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 19th day of September, 2019 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 19th day of September, 2019 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this July 2, 2019

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Alcohol Control Board - Establishment and Composition

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	This ordinance will update the composition of the Alcohol Control Board (ACB) to consist of seven (7) members, who must be residents of the city. These seven members will serve four (4) year terms, except the Mayor's appointee will serve a two (2) year term.
City Manager's Remarks:	This is the second reading of this ordinance. This will make the ACB that currently consists of 5-members, change to a 7-member board. 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 4 – ALCOHOLIC BEVERAGES. ARTICLE V. – ALCOHOL CONTROL BOARD. SECTION 4-200. – ESTABLISHMENT, COMPOSITION is hereby deleted in its entirety and replaced with the following:

1.

Sec. 4-200. - Establishment, composition.

- (a) There was previously established an alcohol control board (sometimes referred to as the "ACB"), which shall consist of five (5) residents of the city. As of the ____ day of _____, 2019, the ACB shall consist of seven (7) members, whom shall be residents of the city. However, up to two (2) council members may serve on the ACB. Each council member and the mayor shall recommend one appointee to the ACB, whom shall be voted on by the city council to serve on the ACB. All current members may serve the remainder of their current terms, unless the city council decides to appoint an entire new board. Upon the election or appointment of a new city council member or mayor, said official has the right to appoint a new appointee, or allow the then current appointee to continue serving their current term.
- (b) All other members of the alcohol control board shall also be chosen and appointed by the city council. All members shall serve four (4) year terms, except the Mayor's appointee whom shall be for a two (2) year term, except as indicated above.
- (c) There are no term limits for appointees to the ACB.
- (d) Each member shall serve his specified term and/or until his successor is appointed and qualified, unless a city council member, then their term is concurrent with their term of office.
- (e) In all actions by the alcohol control board, all members of the alcohol control board shall be eligible to vote.
- (f) The vote of four (4) members shall be required to approve any action. The board shall adopt bylaws to govern its meetings and rules for conducting the same.
- (g) For every meeting attended, said members shall be paid thirty-five dollars (\$35.00) per meeting.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

SU19-03: Special Use Permit for Religious Institution. Applicant: Four Points Church

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Four Point Church wishes to lease a suite on the eastern end (front) of this multi-tenant commercial building for their church. Parking and utilities are in place and available. Religious institutions are allowed in the M-U zoning district. A special use permit is required for all religious institutions.
City Manager's Remarks:	This is the second reading for the special use permit for Four Points Church. The special use permit is required for all religious institutions. Planning Commission voted 4/0 to approve with conditions.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU19-03 REV 6-3-19

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Four Points Church
 Representative: Scott Machan
 Property Owner: Six Mile Investments LLC, ANZ Investments LLC, & ETAL
 Property Location: 920 N. Tennessee Street, Suite A
 Access to the Property: Tennessee Street

Site Characteristics:

Tract Size: Acres: 1.1 District: 4th Section: 3rd LL(S): 266

Ward: 1 Council Member: Kari Hodge

LAND USE INFORMATION

Current Zoning: M-U (Multiple Use)
 Proposed Zoning: M-U (Multiple Use)
 Proposed Use: Religious Institution (Church)
 Current Zoning of Adjacent Property:
 North: M-U (Multiple Use)
 South: M-U (Multiple Use) and R-15 (Single Family Residential)
 East: M-U (Multiple Use)
 West: M-U (Multiple Use) and R-15 (Single Family Residential)

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.

2. City Department Comments:

Electric: No comments received

Fibercom: Takes no exception

SU19-03

Fire: Cartersville Fire Department takes no exceptions to the special use request for property located at 920 N. Tennessee St. provided all city codes and ordinances are met. Approval of the special use permit does not grant occupancy of the building for the intended use. The request will allow a change the occupancy use from business (office) to assembly (church) and will require the occupancy to come up to the currently adopted codes and ordinances, including the city fire sprinkler ordinance. We will need to approve a set of architectural plans with mechanical, electrical, and plumbing plans included. Fire sprinkler and/or fire alarm plans may also be needed. All plan submittals shall meet the currently adopted codes and ordinances of the city of Cartersville.

Gas: No comments received

Public Works: No comments received

Water and Sewer: No comments received

3. Public Comments:

4/23/19: Ron Goss- As the property owner to the south of 920 N Tennessee Street, we have no objection to the request by Four Points Church for a special use permit.

4. Special Use Review

REV 6-3-19

Since the May 7th the meeting, the applicant has provided (2) Options for the church location within the same building to accommodate the alcohol sales related issue raised by Ms. Tilley. The options are as follows and are represented on the attached sketch.

Option A: This option allows the church to remain in Suite A closest to N. Tennessee St., but allows the main entrance to remain on the front face of the building or to be relocated to a point closer to Suite B. The distance to a practical point of a building entrance on the Tilley property ranges from 320+ft to 330+ft.

Option B: This option moves the church to Suite B near the midpoint of the building. The distance to a practical point of a building entrance on the Tilley property ranges from 428ft to 438ft.

The applicant wishes to use a suite on the eastern end of this multi-tenant commercial building for a church. Parking (approx. 83 spaces) and utilities are in place and available. Religious institutions are allowed in the M-U zoning district.

The suite's base floor area is 7,320 sf. The largest assembly room in the church will have 1,247 sf and contain movable seating. Based on this criteria, twenty five (25) parking spaces are required. Eighty Nine (89) spaces are available. Refer to 17.6.2, Off-Street Parking for Religious Institutions.

There are three special use permit criteria applicable to religious institutions per Sec. 16.4.12. See Sec. 7 below.

SU19-03

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

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

SU19-03

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: No negative effect to traffic along Tennessee St is expected.

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

How Standard #2 has / will be met: There is sufficient off-street parking. (25) spaces are required. (89) spaces are available.

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: Generally, the church will maintain typical church hours with Sunday services and a midweek service. Church staff may be present at the facility during the week.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: No changes to existing conditions required.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Tennessee Street.

SU19-03

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Rev 6-3-19: Church door to proposed door of Tilley property appears to exceed the 300ft distance for required alcohol sales on Tilley Property.

No negative impact to adjacent properties is expected.

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

16.4.12. Religious institution.

- A. *Allowable districts:* AG, R-20, R-15, R-10, R-7, R-D, RA-12, P-S, M-U, N-C, DBD, O-C, G-C, L-I.

Zoning: M-U

- B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.

Buffer not required as there is no new construction.

2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed. **N/A**
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding level-s of sound that could become a nuisance to adjacent property under Georgia law.

17.6 Number of Parking Spaces

17.6.2. *Auditorium, stadium, assembly hall, gymnasium, theater, community recreation center, religious institution.* One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.

8. Staff Recommendation: Staff recommends approval.

SU19-03

9. Planning Commission Recommendation:

Approve with the following condition (4-0):

- 1) The applicant will locate their door so it does not interfere with Tilley Properties' right to construct a store that sells alcohol.

REV 6-4-19

David Hardegree

From: Paul Driver <paul@pauldriver.com>
Sent: Tuesday, June 04, 2019 10:07 AM
To: David Hardegree
Subject: [External]FW: Diagrams
Attachments: 4 Points Measurements.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION : This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

Fyi attached. From front door of Suite A, to the round circle on opposite side of street is 170 ft.

From round circle (170 ft mark) to Gentilly "white dot" is another approximately 160 ft for a total of 330 ft.

From round circle (170 ft mark) to Tennessee "white dot" is another approximately 150 ft for a total of 320 ft.

Actually, I don't see how they will be able to have the store front on Tennessee Street because of the short street frontage. If they combine properties and put the front door in the middle, that just increases the distance.

Do you concur? And can we present these diagrams at the meeting?

When we talked with the Tilley group the other day, I noticed that their drawing was depicted "as the crow flies." Can you confirm that is NOT how the distances are measured?

Thanks,



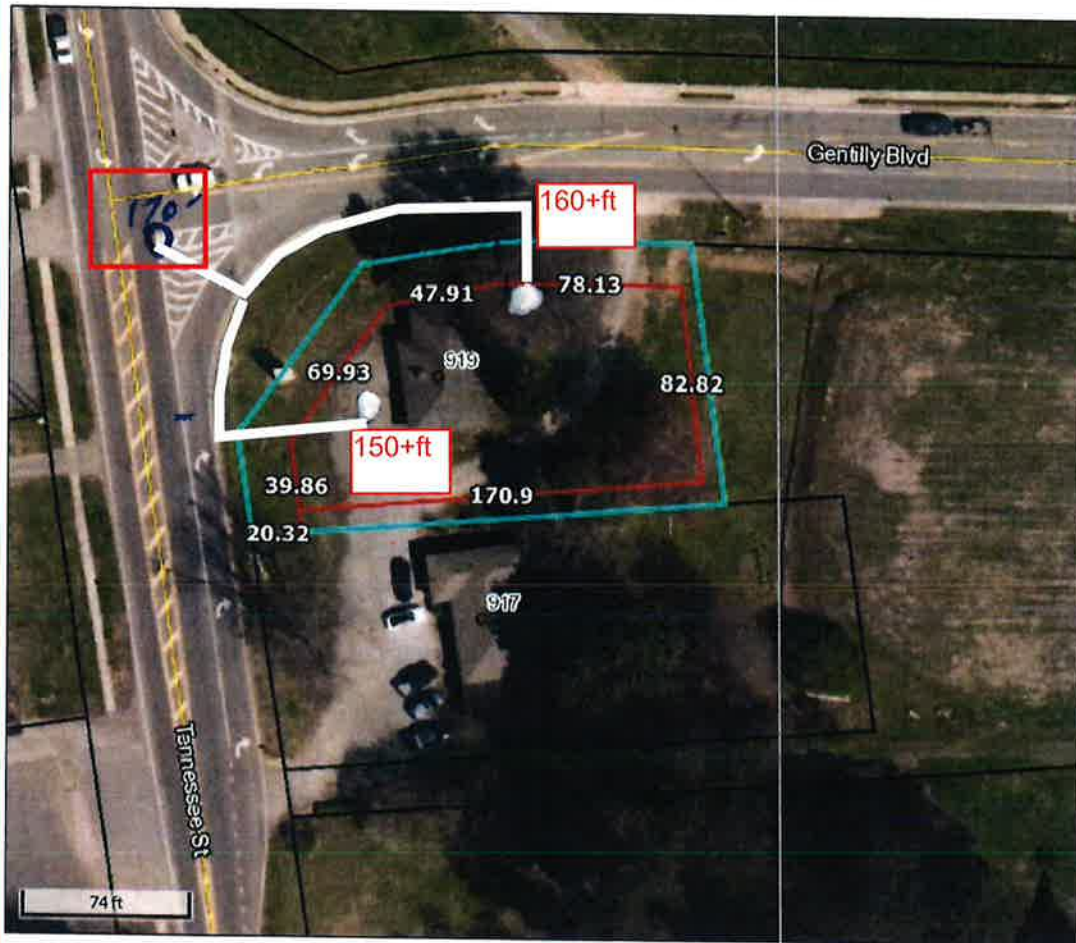
Atlanta's Premier Local Real Estate Brand

Paul Driver | Realtor/Associate Broker

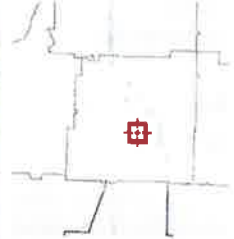
Address: 250 Heritage Walk, Woodstock, GA 30188

Office: (770) 240-2005 | **Direct:** 770-639-3615

Website: www.TheDriverHomeTeam.com



Overview



Legend

☐ Parcels

Structural Numbers

- <all other values>
- Abandoned or Inactive
- Active
- Proposed

Roads

City Labels

Parcel ID	C029-0013-006	Alternate ID	35603	Owner Address	TILLEY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Residential		917 NORTH TENNESSEE STREET
Property Address	919 N TENNESSEE ST	Acreage	0.46		CARTERSVILLE GA 30120
	Cartersville				
District	Cartersville				
Brief Tax Description	LL266 LD4				

(Note: Not to be used on legal documents)

Date created: 6/3/2019

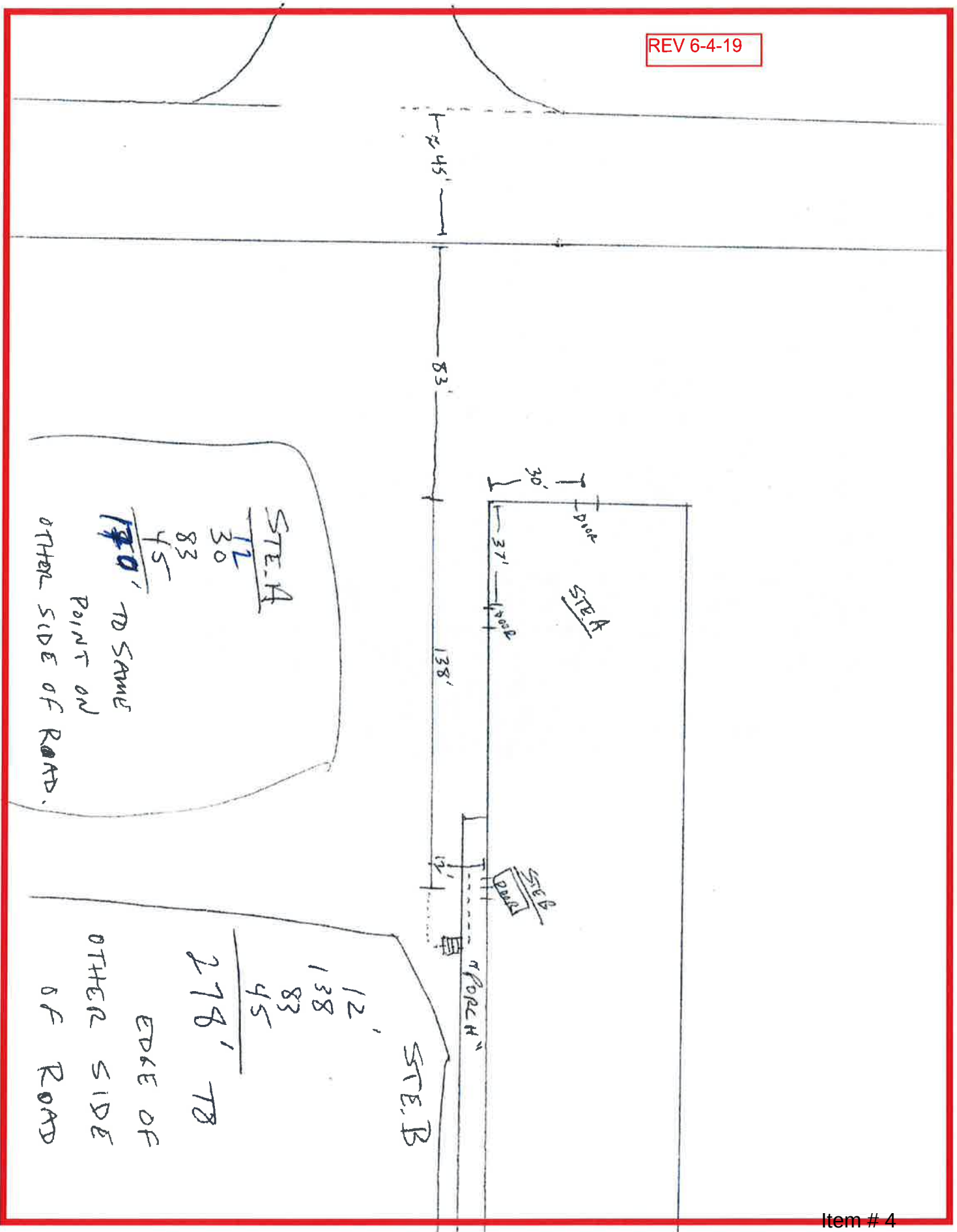
Last Data Uploaded: 5/31/2019 9:41:10 PM

Developed by  Schneider
GEOSPATIAL

— TO DOT ON GENTILLY $\approx > 330'$

— TO DOT ON TENNESSEE ST $\approx > 320'$

REV 6-4-19





Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	C029-0008-026	Alternate ID	35510	Owner Address	SIX MILE INVESTMENTS LLC
Sec/Twp/Rng	n/a	Class	Commercial		ANZ INVESTMENTS LLC & ETAL
Property Address	920 N TENNESSEE ST	Acreage	1.1		PO BOX 428
	Cartersville				MCDONOUGH GA 30253
District	Cartersville				
Brief Tax Description	LL 266 D 4				
	(Note: Not to be used on legal documents)				

Date created: 4/30/2019
 Last Data Uploaded: 4/29/2019 10:16:19 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Special Use

City of Cartersville

Case Number: SUR-03
 Date Received: 4/4/19

Public Hearing Dates:

Planning Commission 5/7/19 5:30pm 1st City Council 5/16/19 7:00pm 2nd City Council 6/6/19 7:00pm

Applicant <u>Four Points Church</u> (printed name)	Office Phone <u>678-908 4267</u>
Address <u>3565 Dallas Acworth Hwy</u>	Mobile/ Other Phone <u>404-432-4439</u>
City <u>Acworth</u> State <u>GA</u> Zip <u>30101</u>	Email <u>smachave@fourpointschurch.org</u>
<u>Scott Machan</u> Representative's printed name (if other than applicant)	Phone (Rep) <u>Paul Driver</u>
<u>Scott J Machan</u> Representative Signature	<u>Paul Driver</u> Applicant Signature
Signed, sealed and delivered in presence of: <u>Mitchell Phelps</u> Notary Public	My commission expires: Mitchell Phelps NOTARY PUBLIC Cobb County, GEORGIA My Commission Expires 05/07/2022

* Titleholder <u>Ray P. LAMBERT Jr</u> (titleholder's printed name)	Phone <u>770-616-7714</u>
Address <u>757 E. 11th St. Bldg 3053</u>	Email <u>rplbv549@bellsouth.net</u>
Signature <u>[Signature]</u>	
Signed, sealed, delivered in presence of: <u>Deirdre E. Hurst</u> Notary Public	My commission expires: 

Present Zoning District <u>mu-u (multiple use)</u>
Acreage <u>1.1 1/2</u> Land Lot(s) <u>266</u> District(s) <u>4th</u> Section(s) <u>3rd</u>
Location of Property: <u>920 A N Tennessee St Cartersville, GA 30120</u> (street address, nearest intersections, etc.)
Reason for Special Use Request: <u>To allow a church to occupy 920 A N Tennessee St Cartersville GA 30120</u> (attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 4/3/19

Date Two Years Prior to Application: 4/3/17

Date Five Years Prior to Application: 4/3/14

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	<u> </u>	<u>X</u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u>X</u>
Ward 2- Jayce Stepp	<u> </u>	<u>X</u>
Ward 3- Cary Roth	<u> </u>	<u>X</u>
Ward 4- Calvin Cooley	<u> </u>	<u>X</u>
Ward 5- Gary Fox	<u> </u>	<u>X</u>
Ward 6- Taff Wren	<u> </u>	<u>X</u>
Planning Commission		
Greg Culverhouse	<u> </u>	<u>X</u>
Harrison Dean	<u> </u>	<u>X</u>
Lamar Pendley	<u> </u>	<u>X</u>
Lamar Pinson	<u> </u>	<u>X</u>
Travis Popham	<u> </u>	<u>X</u>
Jeffery Ross	<u> </u>	<u>X</u>
Stephen Smith	<u> </u>	<u>X</u>

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.

Scott Machon 4/3/19
 Signature Date

Scott Machon
 Print Name

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

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

How Standard #1 has / will be met:

No change expected

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

How Standard #2 has / will be met:

No change expected

Standard #3: Protective screening.

How Standard #3 has / will be met:

No change expected

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

How Standard #4 has / will be met:

No change expected

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

No change expected

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

No change expected

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

No change expected

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

Signed,

SWH J M

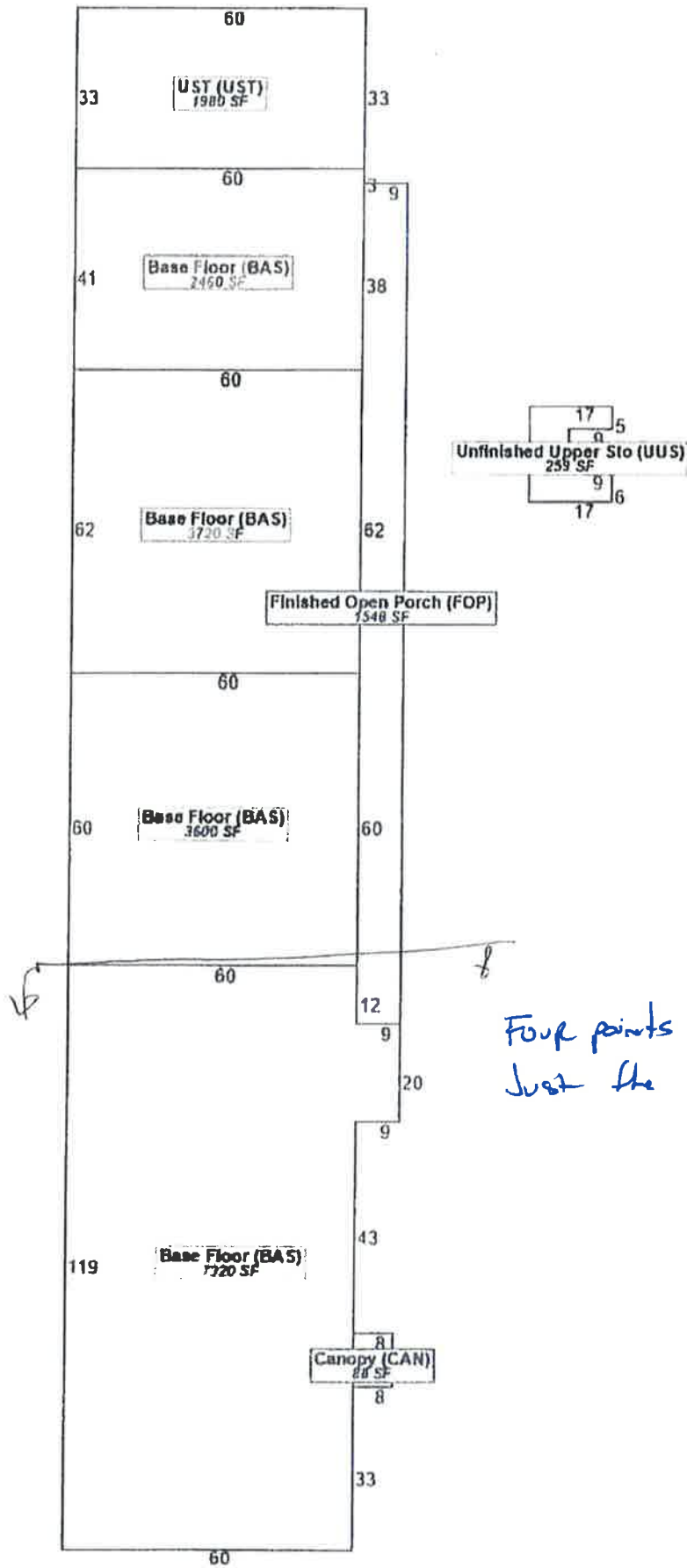
Applicant or Representative

4/3/19

Date

CARTERSVILLE NEWSPAPERS

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



TENNESSEE ST.

Item # 4

David Hardegree

From: Paul Driver <paul@pauldriver.com>
Sent: Tuesday, April 30, 2019 12:03 PM
To: David Hardegree
Subject: RE: [External]RE: SU19-03: 920 N Tenn. St.- floor plan info

Follow Up Flag: Follow up
Flag Status: Flagged

David,
 1247 sq ft. with movable seats. Looks like 25 parking spots. I think there more than double that over there.
 Thanks, and see you next week at the meeting.



Atlanta's Premier Local Real Estate Brand
 Paul Driver | Realtor/Associate Broker

Address: 250 Heritage Walk, Woodstock, GA 30188
 Office: (770) 240-2005 | Direct: 770-639-3615
 Website: www.TheDriverHomeTeam.com

From: David Hardegree <dhardegree@cityofcartersville.org>
Sent: Monday, April 29, 2019 3:15 PM
To: 'Paul Driver' <paul@pauldriver.com>
Subject: RE: [External]RE: SU19-03: 920 N Tenn. St.- floor plan info

Hi Paul,
 I'm finalizing the staff analysis. Regarding parking, there are two formulas for computing required parking. Requirements below. I need additional details about how the floor plan will be divided. We can calculate required parking by fixed seating (pews anchored to floor as in traditional church) or by the largest assembly room in sq ft for movable seating (chairs, benches, maybe pews, etc)?

Per Ord. 17.6.2: One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.

https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTXVIIIOREPASERE_S17.6NUPASP

Please provide 1) the sq ft for largest assembly room and 2) whether the seating in the largest assembly room is fixed or movable.

Thanks,
 David

From: Paul Driver [<mailto:paul@pauldriver.com>]
Sent: Wednesday, April 17, 2019 5:33 PM
To: David Hardegree <dhardegree@cityofcartersville.org>
Subject: RE: [External]RE: SU19-03: 920 N Tenn. St.- Fire Marshal Comments
 Thanks David.



Atlanta's Premier Local Real Estate Brand
 Paul Driver | Realtor/Associate Broker

Address: 250 Heritage Walk, Woodstock, GA 30188
 Office: (770) 240-2005 | Direct: 770-639-3615
 Website: www.TheDriverHomeTeam.com

From: David Hardegree <dhardegree@cityofcartersville.org>
Sent: Wednesday, April 17, 2019 4:40 PM

SU19-03



Item # 4

SU19-03



Item # 4



300 foot buffer from
10 foot property line offset



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Z19-01: Rezone 212+/- Acres from R-20 to R-10 for Single Family Detached Development Along Belmont Drive in Carter Grove. Applicant: Avanti Properties Group

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Avanti Properties Group requests to rezone 211+/- acres in the Carter Grove community from R-20 (Single Family residential) to R-10 (Single Family residential) to create 330 lots, an amenities area, and a minimum of 98 acres of greenspace.
City Manager's Remarks:	This is the second reading. The project will go from 240 lots to 330 if approved. Planning Commission voted to approve this item 3/1 with conditions.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Avanti Properties Group**

Representative: **Joe Frank Harris Jr.**

Property Owner: **Avanti Properties Group**

Property Location: **Carter Grove Plantation - Belmont Drive (C107-0001-042)**

Access to the Property: **Belmont Drive & Summit Ridge Drive**

Site Characteristics:

Tract Size: Acres: **212.55** District: **4th** Section: **3rd** LL(S): **1064, 1096, 1097, 1136, 1137, 1168, 1209**

Ward: **3** Council Member: **Cary Roth**

LAND USE INFORMATION

Current Zoning: **R-20 (Single Family Residential)**

Proposed Zoning: **R-10 (Single Family Residential)**

Proposed Use: **Single Family Residential**

Current Zoning of Adjacent Property:

North: **City R-20 (Residential)**

South: **County A-1 (Agriculture)**

East: **City P-D (Planned Development) & County A-1 (Agriculture)**

West: **City R-20 (Residential) & County A-1 (Agriculture)**

The Future Development Plan designates the subject property as: **Neotraditional Neighborhood**

The Future Land Use Map designates the subject property as: **Low & Medium Density Residential**

ZONING ANALYSIS

Project History

The Carter Grove subdivision was conceived as a mixed-use, planned development in the early 2000's. Residential, Commercial, and Institutional uses were planned. The project was zoned with a P-D district (Planned Development) for the mixed-use components and planned Single Family Residential. The P-D district had conditions of zoning assigned to it as well as restrictive stipulations outlined in a development agreement. The R-20 districts, which were later added to the overall development, do not have zoning conditions and stipulations assigned to them, but they are required to participate in the Carter Grove Homeowners Association.

In 2005, a preliminary plan for the 212 +/- acre property was prepared that proposed 247 lots in an R-20 district. This plan was identified as Carter Grove Phase 2B. The original Carter Grove master plan created 3,350 lots overall. The applicant does not believe that all 3,350 lots will be developed due to rising construction costs and the topographic challenges of extending the street network. Currently, only 428 of the 3,350 lots are platted and as of March 2019, 165 have received a Certificate of Occupancy, 13 are under construction and 250 are undeveloped.

Project Summary

Under the current zoning proposal, the project is named *Parkside at Carter Grove (Parkside)*. The *Parkside* property is part of the overall Carter Grove subdivision; however, because it is zoned R-20, it is exempt from the conditions and stipulations associated with the P-D district, as stated above.

The applicant proposes to rezone the *Parkside* property from the R-20 district (minimum 20,000 sq. ft. lot) to the R-10 district (minimum 10,000 sq. ft. lot) to create 330 developable lots, a net gain of 83 lots from the 2005 plan. The intent of this project is to create another housing option within Carter Grove featuring smaller lots and homes than what currently exists in the community. The lots are expected to be more level and the home sizes are expected to range from 2,500-3,000sf.

The proposed plan will create more public green space for the Carter Grove residents, 98 acres compared to the approx. 25.6 acres proposed in 2005.

The proposal also keeps an undeveloped amenity area intact for the Carter Grove community on Belmont Drive across from the current pool and tennis amenities. The undeveloped amenity area was not part of the 2005 plan. Since 2005, this amenity area was designed and partially constructed with utilities, a parking lot, and asphalt pads for tennis courts, a pool or playground area.

The following table compares the 2005 plan to the current development proposal.

Parkside at Carter Grove

	2005	2019
Zoning	R-20	R-10 (Proposed)
Total Acreage	211.29 (est.)	212.55
Common Amenity Areas Included	N	Y
Proposed No. of Lots	247	330
Proposed Amount of Public Green or Open space(acres)	25.66	98
Density (units/ acre)	0.86	1.6
Setbacks- F-S-R (ft)	20-10-20	20-8-20
Min. lot width at building line (non-culdesac)(ft)	100	Reduce from 80' to 65' (Requires variance)
Min. lot frontage (ft)	35	35
Min. Heated Floor (sf)	1300	1200
Optional Density Bonus (sf) in lieu of 1 of 3 criteria	17000	8000

City Department Comments---- Tuesday 4/9- A concept review of the proposed project was held with all city departments.

Electric: The Cartersville Electric System has no comment regarding this rezoning application. This location is outside of our service area.

Fibercom: Cartersville Fibercom takes no exception to the rezoning application for Carter Grove.

Fire: Cartersville Fire Department takes no exception to the rezoning request provided that all city codes, ordinances, and development regulations are followed.

Gas: No comments received

Public Works: No comments received

Water and Sewer: No comments received

Cartersville School District:

David, I was able to meet with Chris Easterwood and Joe Frank Harris, Jr. last week and gain a better understanding of the desired project. At this time, we do not have any objection based upon what was shared with us. This zoning request will add more lots than what was originally intended in one phase of the property but Chris has shared with us how the total amount of lots will not exceed the original proposed amount of 3,350 lots because of reduced lots in other phases. Please let me know if you have any questions. I hope you have a good day.

Public Comments:

4/25- Carlos Enriquez, 22 Sweet Eloise Lane, called with general inquiry.

4/25- Bobby Walker, Attorney, called with general inquiry on behalf of a client. Was emailed application, site plan, and 2005 preliminary plan.

4/24- Pamela Morris, 14 & 18 Stardust Trail, called with general inquiry and questions about an access easement to her property from the *Parkside* property. Was emailed, application, site plan, and 2005 preliminary plan. Was advised to contact applicant's representative, Mr. Harris, regarding easement.

4/23- Joe Porter, realtor, emailed with inquiry about water and sewer availability on behalf of a client, an adjacent property owner. Was emailed a current water and sewer map.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned for residential (R-20 & P-D) & agriculture use (A-1).
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the proposed zoning purpose. Special attention is required to protect the environmentally sensitive areas which will be accomplished primarily through the dedication of green space.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would introduce a housing product that would likely be in high demand. Construction activities may impose a short-term inconvenience on adjacent property owners.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners. Increased traffic concerns will likely be raised.

7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*

The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan.

8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*

The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.

10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION:

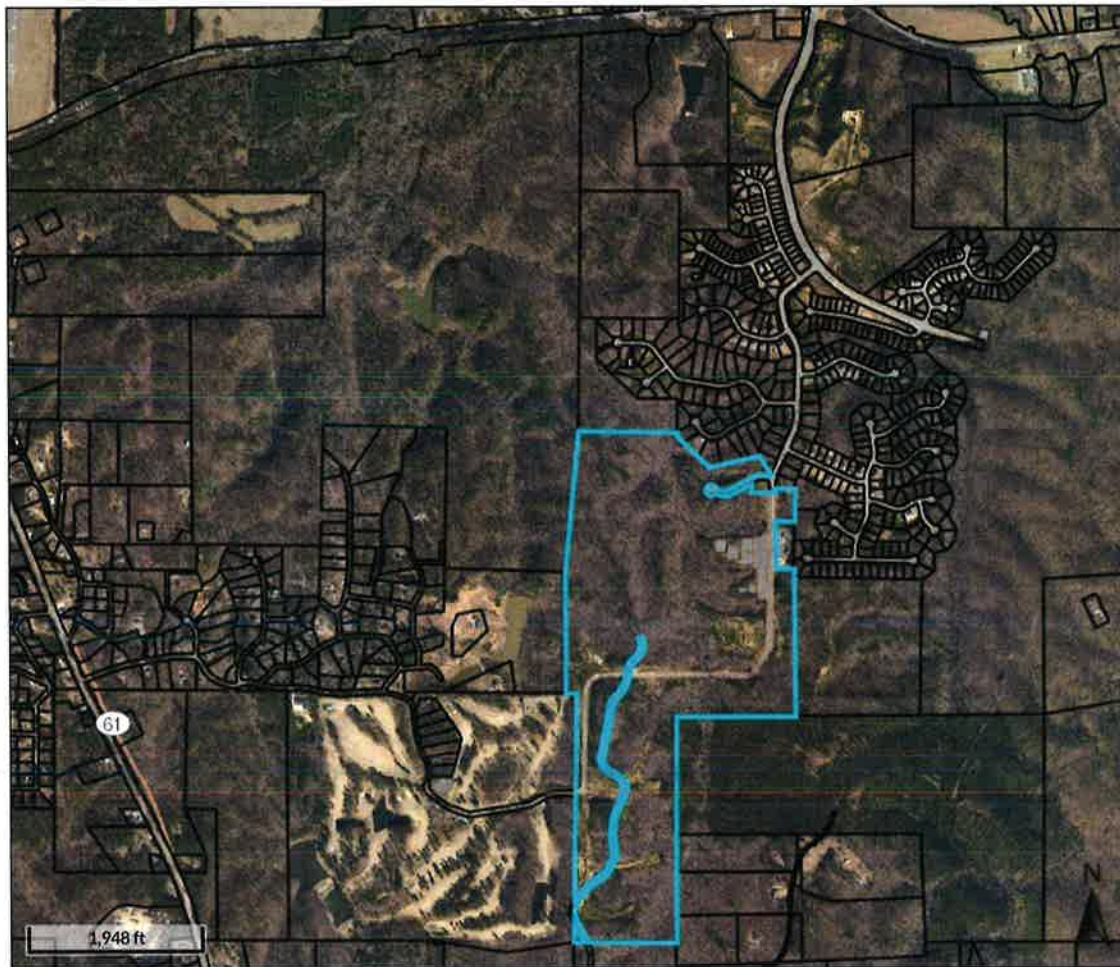
Staff recommends approval with the following conditions:

1. The total number lots will not exceed 330;
2. The minimum amount of green space will meet or exceed 98 acres; and
3. The developer will construct amenities in the amenity area west of Belmont Drive as shown on the site plan.

PLANNING COMMISSION RECOMMENDATION:

Recommends approval (3-1) with the following conditions:

1. Accept staff recommendations
2. Amenity construction to begin when 40% of the permits have been pulled; and
3. Homes to have a minimum of 2,000 sq. ft heated floor area.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	C107-0001-042	Alternate ID	44675	Owner Address	CARTER GROVE (ATLANTA) ASLI VI
Sec/Twp/Rng	n/a	Class	Agricultural		923 N PENNSYLVANIA AVE
Property Address	BELMONT DR	Acreage	211		WINTER PARK FL 32789
	Cartersville				

District Cartersville

Brief Tax Description LL 1096/1097/1136/1137/1168/1209 LD 4 3RD SEC

(Note: Not to be used on legal documents)

Date created: 5/1/2019
 Last Data Uploaded: 4/30/2019 10:01:50 PM

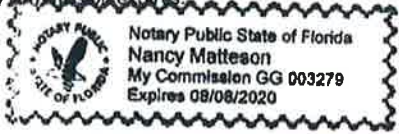
Developed by  **Schneider**
 GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number: 2-19-01Date Received: 3/21/19**Public Hearing Dates:**

Planning Commission 5/7/19 5:30pm 1st City Council 5/16/19 7:00pm 2nd City Council 6/6/19 7:00pm

Applicant <u>Avanti Properties Group</u> (printed name)		Office Phone <u>(407) 628-8488 (Andrew Dubill)</u>	
Address <u>923 N. Pennsylvania Ave.</u>		Mobile/ Other Phone _____	
City <u>Winter Park</u>	State <u>FL</u>	Zip <u>32789</u>	Email <u>adubill@avantiprop.com</u>
Joe Frank Harris, Jr. Representative's printed name (if other than applicant)		Phone (Rep) <u>(770) 607-6761; (678) 882-5332</u>	
_____ Representative Signature		_____ Email (Rep) <u>jharris@harrisga.com</u>	
Signed, sealed and delivered in presence of:		My commission expires:	
_____ Notary Public <u>NANCY MATTESON</u>			

* Titleholder <u>Avanti Properties Group</u> (titleholder's printed name)		Phone <u>(407) 628-8488 (Andrew Dubill)</u>	
Address <u>923 N. Pennsylvania Ave.</u>		Email <u>adubill@avantiprop.com</u>	
Signature _____		_____	
Signed, sealed, delivered in presence of:		My commission expires:	
_____ Notary Public <u>NANCY MATTESON</u>			

Present Zoning District <u>R-20</u>	Requested Zoning <u>R-10</u>
Acreage <u>212.549</u>	Land Lot(s) <u>1064, 1096, 1097, 1136, 1137, 1168, 1209</u>
District(s) <u>4th</u> Section(s) <u>3rd</u>	
Location of Property: <u>Adjacent to Belmont Drive between existing Carter Grove subdivision and the Woodland Hills Golf Course (see aerial photo)</u> (street address, nearest intersections, etc.)	
Reason for Rezoning Request: <u>To maximize open green space and common amenities while providing high quality homes comparable to those in existing Carter Grove subdivisions (see house photos)</u> (attach additional statement as necessary)	

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: March 22, 2019

Date Two Years Prior to Application: March 22, 2017

Date Five Years Prior to Application: March 22, 2014

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

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

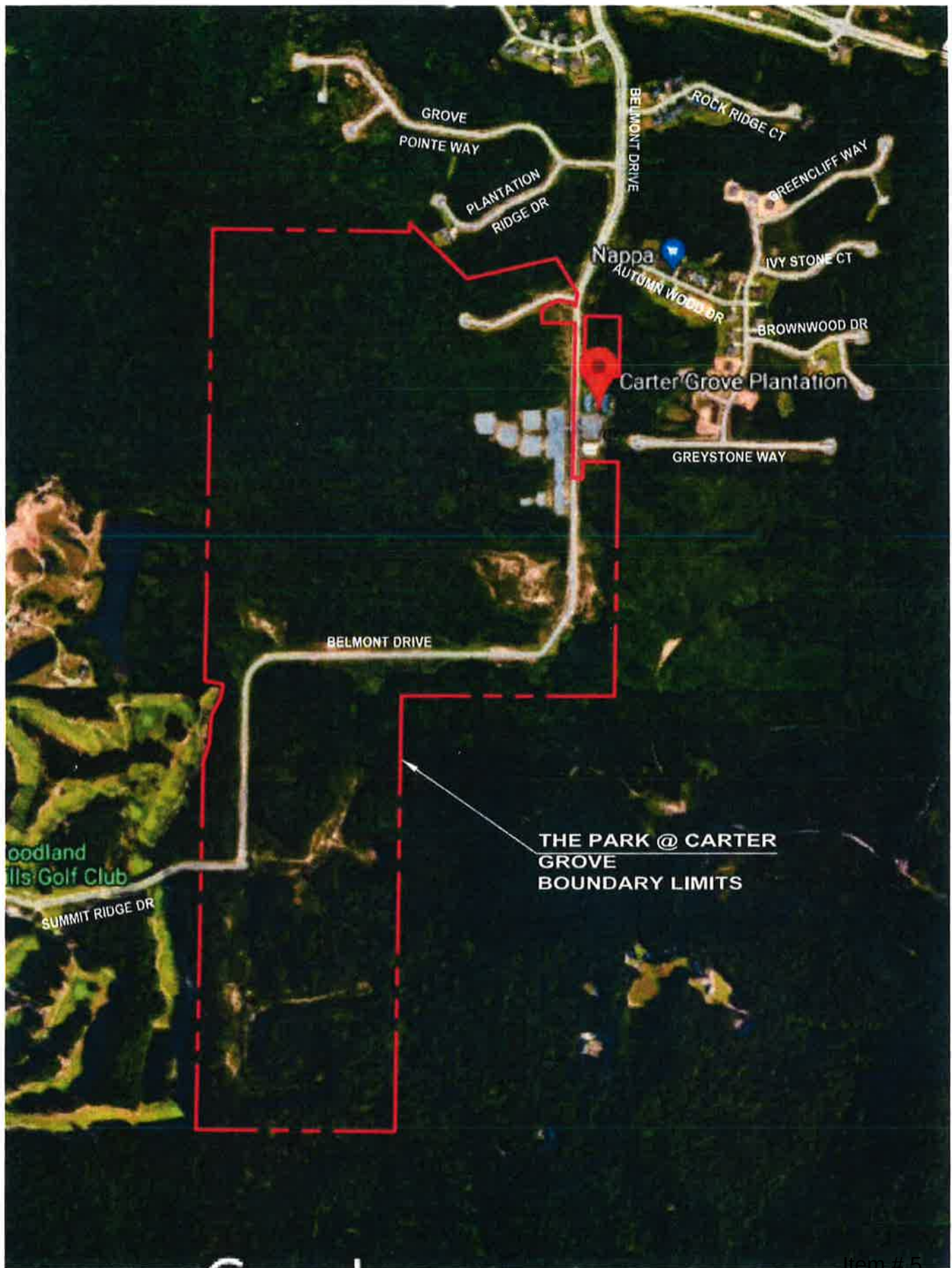
2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.


 Signature 3/29/19
 Date

 Print Name

CONSTITUTIONAL OBJECTION TO FAILURE TO GRANT APPLICATION

For the record, the Applicant, as required by law, sets forth its constitutional objection to any failure to grant this application. Failure to grant the requested rezoning would constitute a taking of property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and Article 1, Section 1, Paragraph 1 and Article 1, Section III, Paragraph 1 of the Constitution of Georgia. A denial of the requested rezoning would be unconstitutional and discriminate in an arbitrary and capricious manner between the Applicant and owners of similarly situated property in violation of Article 1, Section III, Paragraph III of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Such would deprive the Applicant of its liberty and property rights. Such a denial would not subsequently advance legitimate state interests, but would cause the Applicant significant detriment.



LIST OF ADJACENT PROPERTY OWNERS

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

Parcel ID#	Parcel Owner	Parcel Owner - Mailing Address	Parcel Address - Description	Parcel Acreage
1	C107-0001-037	WALNUT GROVE PLANTATION INC	84 CUMMINGS ROAD SE, CARTERSVILLE, GA 30120	20.16
2	C107-0001-029	DELLINGER HOLDING LP	PO BOX 332, CARTERSVILLE, GA 30120	390.3
3	0074-1138-001	PAMELA H & DANIEL R MORRIS SR.	14 STARDUST TRAIL, CARTERSVILLE, GA 30120	39.59
4	C107-0001-001	ECHERL GOLF MANAGEMENT LLC	3520 PIEDMONT ROAD SUITE 200, ATLANTA, GA 30305 PREFERRED TAX SERVICE	165.39
5	0074-1239-001	GRIFETH ROUKOSKI INVESTMENTS LLLP	101 BOB FLEMING ROAD SW, MARIETTA, GA 30064-1566	41.65
6	0074-1241-001	WALNUT GROVE PLANTATION INC	84 CUMMINGS ROAD SE, CARTERSVILLE, GA 30120	74.27
7	0074-1208-003	TYSON DWAYNE & LOISE LIGHT PARROTT	55 DOUTHIT BRIDGE ROAD, DALLAS GA, 30132	7.69
8	0074-1208-002	PHILIP A & JULIE E PITTMAN	61 DOUTHIT BRIDGE ROAD SE, DALLAS GA 30132	11.96
9	0074-1208-001	MARTY L & SHERRIE J NEWTON	2203 SHALLOWFORD ROAD, MARIETTA GA 30066	12.5
10	0074-1170-001	HUBBLE TIMBER LLC	14120 BALLANTYNE CORP PL SUITE 525 CHARLOTTE, NC 28277 ATTN:TIMBERLAND INVESTMENT RESOURCES LL	160
11	0074-1135-001	NICHOLAS TYLER FERGUSON	116 SUGAR BIRCH WAY, DALLAS, GA 30132	40
12	C126-0002-009	CARTER GROVE PLANTATION HOA	8295 HWY 92, WOODSTOCK, GA 30189	N/A
13	C126-0001-227	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
14	C126-0001-228	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
15	C126-0002-001	CARTER GROVE PLANTATION HOA	8295 HWY 92, WOODSTOCK, GA 30189	2.84
16	C126-0002-002	CARTER GROVE PLANTATION HOA	8295 HWY 92, WOODSTOCK, GA 30189	1.94
17	C124-0001-253	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
18	C124-0001-254	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
19	C124-0001-267	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
20	C125-0001-276	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
21	C125-0001-277	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
22	C125-0001-278	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
23	C125-0001-279	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A
24	C125-0001-280	SHANTEL C RAGLAND	18 PLANTATION RIDGE DRIVE, CARTERSVILLE, GA 30120	N/A
25	C125-0001-281	CARTER GROVE (ATLANTA) ASLI VI	923 N. PENNSYLVANIA AVE, WINTER PARK, FL 32789	N/A

*As of 3/19/19 per information found on Bartow County Tax & GIS website / cwe

REVISIONS	PERSPECTIVE ENGINEERING www.perspectiveeng.com 4255 WALK CHERRY ROAD, SUITE 205 MARIETTA, GEORGIA 30154 PH: (678) 567-1502	DATE: 03/25/19 JOB NUMBER: 2018-055 DRAWN BY: AJ	PROJECT NAME PARADE @ CANTER GROVE CITY OF CANTERBURY, HAMTOW COUNTY, GEORGIA 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839
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PARKSIDE @ CARTER GROVE

GENERAL NOTES:

1. THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR TRANSFER OF PROPERTY. BOUNDARY INFORMATION SHOWN ON THIS PLAN IS BASED ON A ALTA / ACSM SURVEY FOR CARTER GROVE PREPARED BY SMITH & SMITH LAND SURVEYORS P.C. LAST REVISED DECEMBER 16, 2010.

2. TRACTS J AND K REFERENCED ON THIS PLAN ARE AS DESCRIBED ON THE BOUNDARY SURVEY REFERENCED ABOVE.

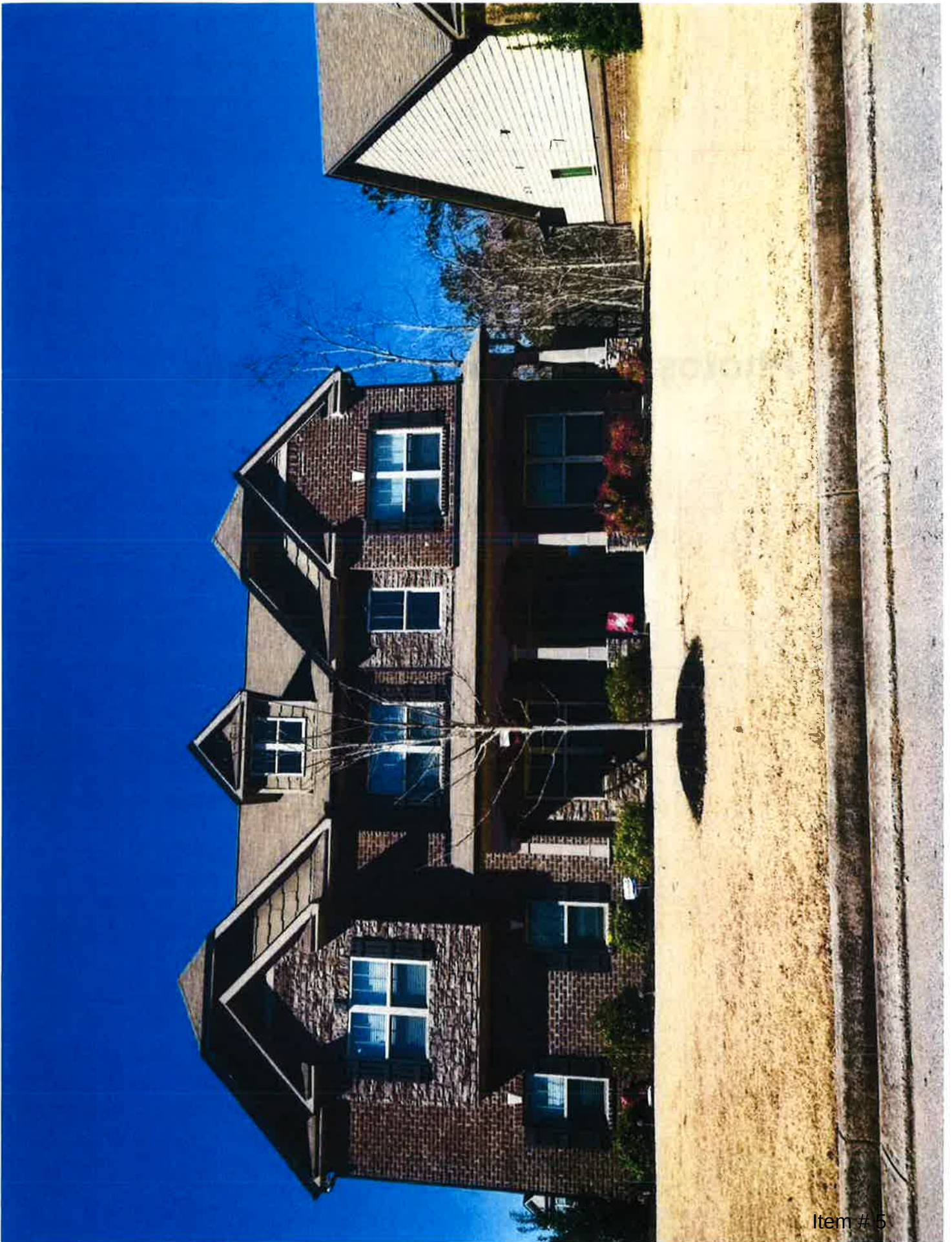
TAG	BEARING	DISTANCE
L1	N 36°00'48" W	11.75'
L2	N 78°44'48" W	58.08'
L3	S 62°00'28" W	66.32'
L4	S 81°00'33" W	85.27'
L5	S 88°59'27" E	200.00'

DEVELOPMENT DATA:

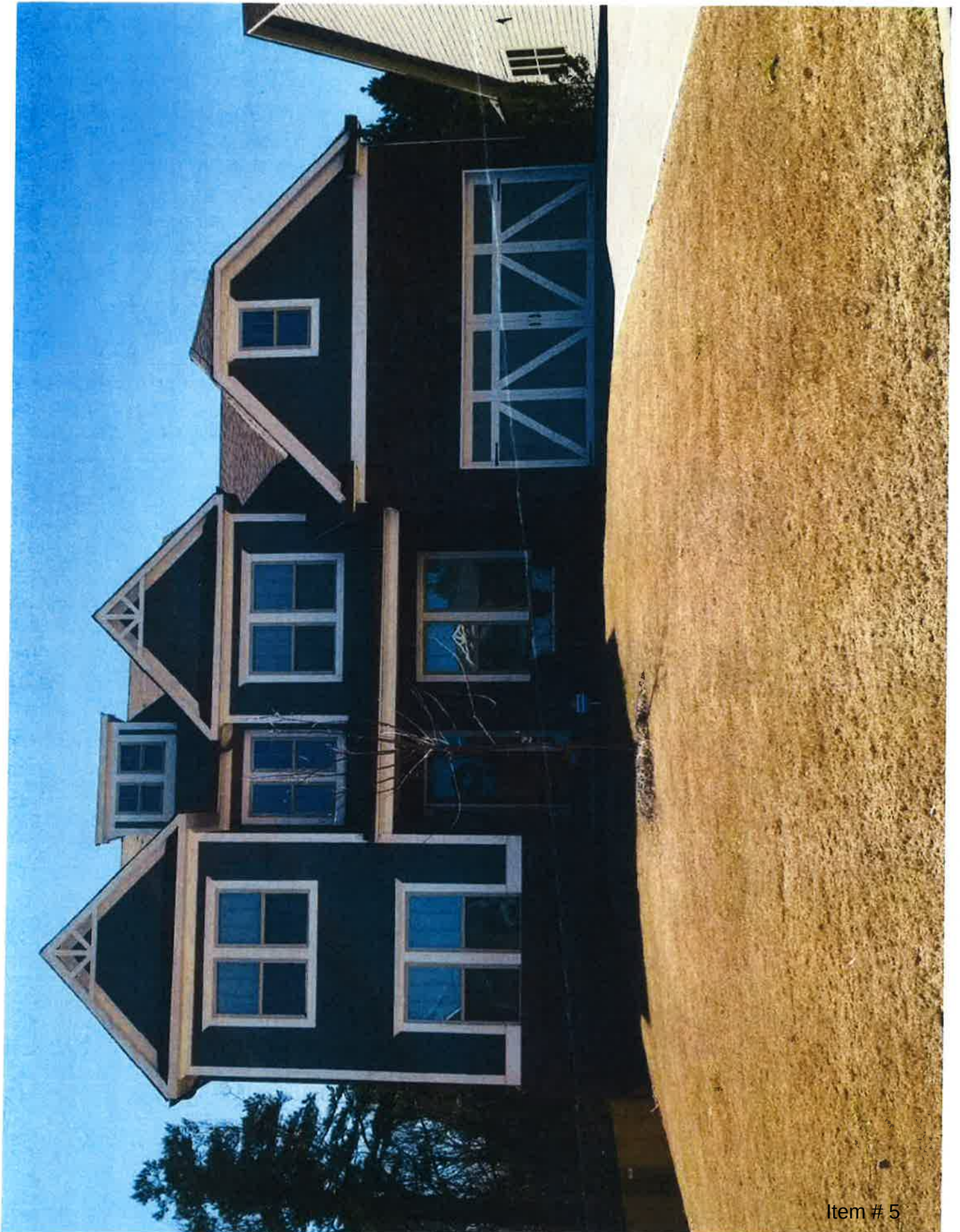
1. Total Area: ±212,549 Acres
2. Tract 3: ±210,853 Acres
3. Tract 4: ±1,696 Acres
4. Current Zoning: R-20
5. Proposed Zoning: R-10
6. Open Space: ±98 Ac. (±46%)
7. Total Lots: 3,307 (1.5 Units/Ac.)
8. Total Area: 10,000 Sq. Ft. (65' X 155')
9. Building Setbacks:
 - Front -20'
 - Rear -20'
 - Side -10'
10. Sewer: Public
11. Administrative Variance Requested: Lot Width Reduction From 80' to 65'



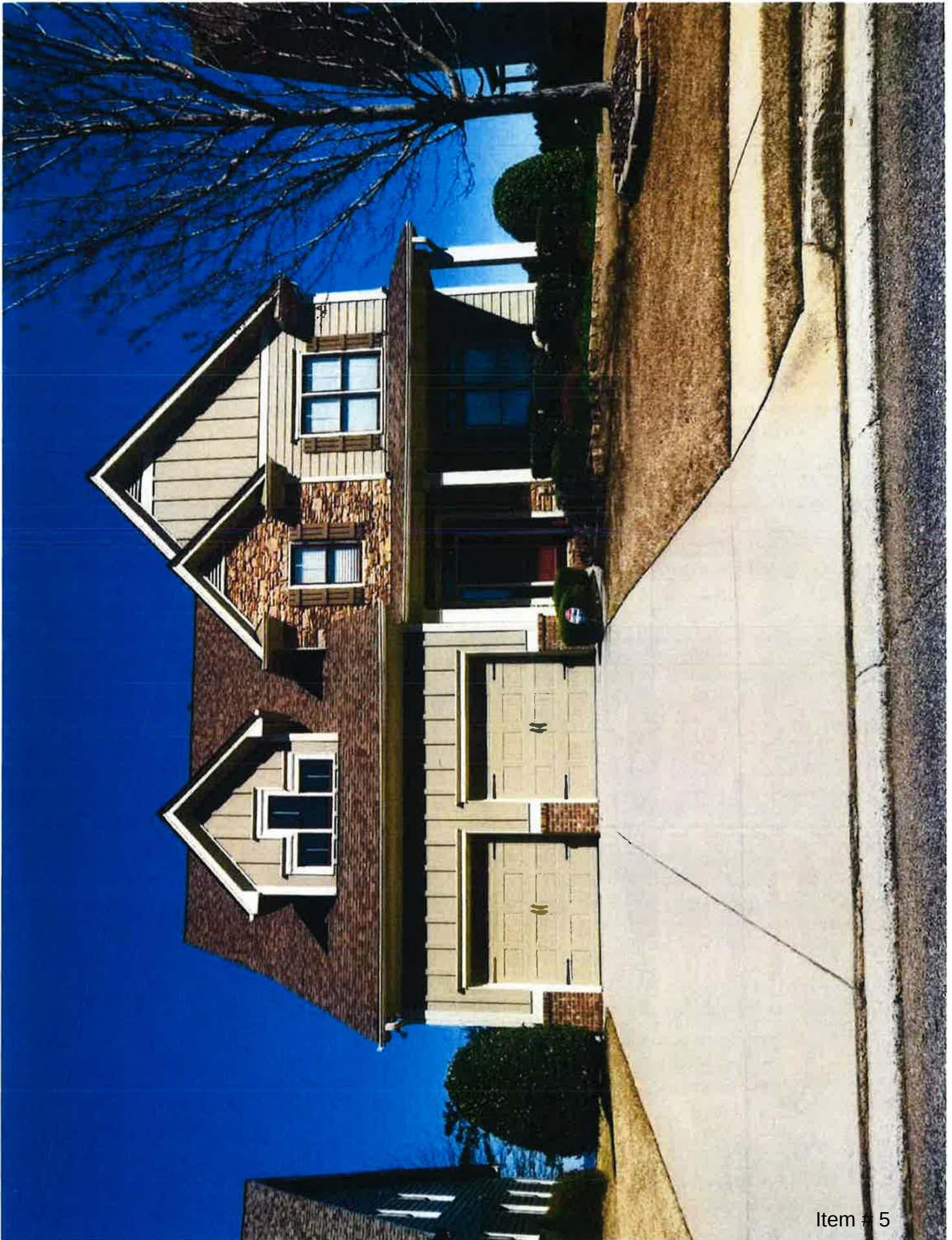
Photos of Comparable Houses



Item # 5



Item # 5

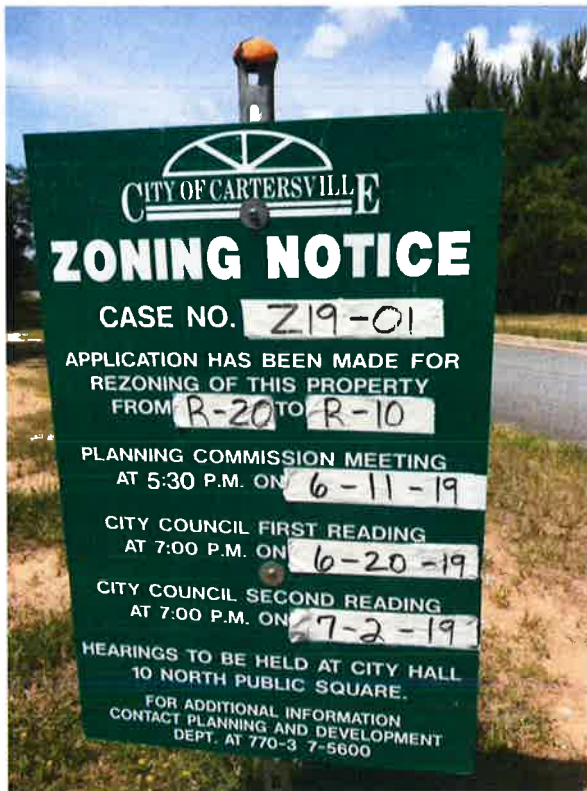


Item # 5



Item # 5

Z19-01





City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Z19-03: Rezone 4.18+/- acres from G-C to H-I. Applicant: Tilley Properties Inc.

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Tilley Properties, Inc. requests to rezone 4.18+/- acres of the G-C zone (General Commercial) to H-I(Heavy Industrial) of this 26.5 acre, G-C/ H-I split zoned parcel. The southern H-I boundary would adjust to the south and west reducing the G-C area by approximately 50% and creating a narrower G-C tract along the entire property boundary adjacent to Hwy 41.
City Manager's Remarks:	This is the second reading. This is for the property to be rezoned to H-I for a potential future expansion.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tilley Properties Inc.**

Representative: **Jeff Watkins**

Property Owner: **Tilley Properties Inc.**

Property Location: **640 Joe Frank Harris Parkway (C018-0001-003)**

Access to the Property: **Joe Frank Harris Parkway**

Site Characteristics:

Tract Size: Acres: **26.50** District: **4th** Section: **3rd** LL(S): **529 & 530**

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

LAND USE INFORMATION

Current Zoning: **Heavy Industrial (H-I) & General Commercial (G-C)**

Proposed Zoning: **Expanded H-I area & Reduced G-C area.**

Proposed Use: **Potential for expansion of salvage yard**

Current Zoning of Adjacent Property:

North: **G-C (General Commercial), P-I (Public/Institutional), & MN (Mining)**

South: **G-C (General Commercial), H-I (Heavy Industrial), & MN (Mining)**

East: **H-I (Heavy Industrial) & MN (Mining)**

West: **H-I (Heavy Industrial) & M-U (Multiple Use)**

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

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

ZONING ANALYSIS

Zoning and Land Use History

In 2003, Tilley Properties and New Riverside Ochre company (NRO) agreed to several land swaps and associated rezonings that led to the current configuration of the H-I and MN zoned areas for said parcel. Also, in 2003, several variances were obtained by Tilley properties and NRO to allow the reconfigured and newly zoned tracts to legally exist.

The approved variances for the Tilley property, case #V03-21, were to:

1. Reduce the required road frontage from 175' to 0'.
2. Reduce the required buffer from 50' to 0'
3. Reduce the required minimum acreage for a salvage yard from 20 acres to 10 acres.
4. Eliminate required landscaping per the landscape ordinance.

These variances were primarily justified due to the H-I zoned area and salvage yard were not visible from a public roadway (Hwy 41). See appeals letter dated 9-12-03 (attached).

Per the 1996 zoning map (page ED-29, attached), the G-C zoned area was approximately 300ft wide and, generally, paralleled Hwy 41. At some point between 1996 and 2003, the G-C boundary was adjusted north to include the Elks Lodge building at the top of Brookshire Drive. No zoning case files have been found to document this shift; therefore, it is presumed to have been a staff initiated change during an annual zoning map update.

Rezoning Summary

The existing 26.5 +/- acre property is split zoned between Heavy Industrial (H-I) and General Commercial (G-C). The majority of the H-I area is used as a vehicle storage and salvage yard associated with the former Crest Auto Parts. Incidental office/ warehouse uses and buildings associated with the salvage operations exist. The G-C area located south and west of the H-I area and adjacent to Hwy 41 contains two (2) structures, including the former Elk's Lodge, that are primarily used as assembly, commercial and/or office space. A small area on the southeast corner is used as an expansion of the salvage yard operations.

The applicant would like to expand the H-I boundary by 4.18 acres; thereby reducing the G-C area by the same acreage. The southern H-I boundary would adjust to the south and west reducing the G-C area by approximately 50% and creating a narrower tract along the entire property boundary adjacent to Hwy 41.

This rezoning case is associated with Z19-04 in which a Tilley-owned MN/ H-I split zoned parcel is proposed to be zoned all H-I in order to simplify the zoning designations since all mining activities have ceased. This tract has served as a salvage yard for many years.

City Department Comments

Electric: Takes no exception

Fibercom: Takes no exception

Fire: No comments received at time of printing on 6/5.

Gas: No comments received at time of printing on 6/5.

Public Works: No comments received at time of printing on 6/5.

Water and Sewer: Takes no exception

Public Comments: None received as of 6/5.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned G-C (General Commercial), P-I (Public/Institutional), MN (Mining), & H-I (Heavy Industrial).
2. *The suitability of the subject property for the zoned purposes.*
Leaving the G-C zoned area adjacent to Hwy 41 is appropriate. Enlarging the H-I area for the potential vehicle storage and salvage operations where storage will be visible from Hwy 41 may not be appropriate.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public will have little or no gain from the shift of the zoning boundary unless salvage operations are expanded. No hardships by the owner have been stated.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will maintain a permissible and appropriate G-C use along Hwy 41 and may permit, or at least maintain, a permissible H-I use. If the intent of the applicant is to expand the salvage yard operation, then conditions to buffer the G-C zoned area and Hwy 41 corridor will be required.

6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does not conform with the Future Development Plan and Comprehensive Land Use Plan for the H-I area. The G-C area does conform to the Future Development Plan and Comprehensive Land Use Plan.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION:

Staff recommends approval with the following conditions if the intent of the applicant is to expand the salvage yard operations now or anytime in the future:

- 1) Comply with the Special Use Permit requirements for salvage yards per Zoning Ordinance Section 16.4.14, Standards B(1) and B(2) (attached):

The reason for the condition is that in 2003, it was argued on the V03-21 appeals letter that the H-I zoning and salvage yard uses were not visible from a public roadway (Hwy 41). Expanding the H-I boundary south and west nullifies this argument and puts the H-I zoning and potential salvage operation in direct line of sight of the Hwy 41 corridor and G-C zoned area.

PLANNING COMMISSION RECOMMENDATION:

Recommends approval with staff recommended condition (4-0):

1. Comply with the Special Use Permit requirements for salvage yards per Zoning Ordinance Section 16.4.14, Standards B(1) and B(2).

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

16.4.13. *Retirement centers.*

A. *Allowable districts:* RA-12, MF-14, P-D, M-U, O-C, G-C, P-S, N-C, DBD.

B. *Standards:*

1. Minimum lot area shall be five (5) acres.
2. A minimum fifteen-foot wide buffer, five (5) of which may be within the required setback, shall be required along all property lines abutting a single-family residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
3. Homes/buildings shall be constructed with no less than fifty (50) percent brick or stone materials.
4. A preliminary master plan of the retirement center shall be submitted to the department of planning and development at the time of filing for a special use. Such plan shall be prepared by an architect, engineer, or land surveyor whose state registration is current and valid and the plan shall exhibit such seal or other to validate such. The plan shall become a condition of the special use. If future proposed changes to such plan increase the overall density, the applicant must obtain approval from the planning commission.

16.4.14. *Salvage yards.*

A. *Allowable district:* H-I.

B. *Standards:*

1. Salvage yards shall have a minimum fifty-foot wide buffer along all abutting nonresidential property lines and a one hundred-foot wide buffer along all abutting residential property lines to provide a visual screen in accordance with section 4.17 of this chapter.
2. Salvage yards shall not stack vehicles or salvage material so as to be visible from any adjoining property or street.
3. Salvage yards shall have a minimum lot size of twenty (20) acres.

16.4.15. *School, private.*

A. *Allowable districts:* All.

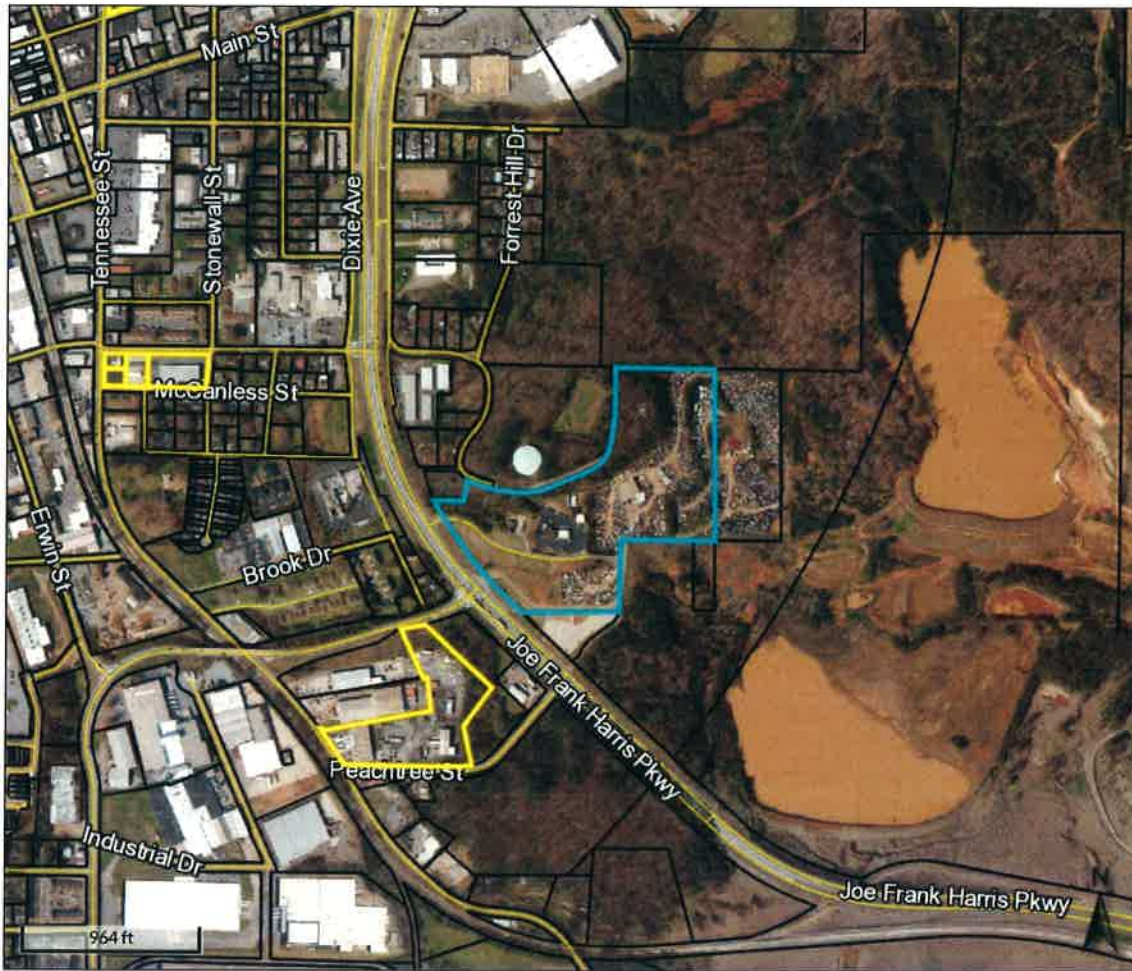
B. *Standards:*

1. Minimum lot area shall be one (1) acre.
2. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines abutting a residential district to provide a visual screen in accordance with section 4.17 of this chapter.
3. Delivery service areas shall not be located within one hundred (100) feet of an adjoining residential district or use and shall be screened in accordance with section 4.17 of this chapter.



qPublic.net™

Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Item # 6

Parcel ID C018-0001-003

Sec/Twp/Rng n/a

Property Address 650 JOE FRANK HARRIS PKWY
Cartersville

District Cartersville

Brief Tax Description LL530 LD4 S3

(Note: Not to be used on legal documents)

Alternate ID 34526

Class Commercial

Acreage 26.5

Owner Address TILLEY PROPERTIES INC

917 N TENNESSEE ST

CARTERSVILLE GA 30120-240

Date created: 5/22/2019

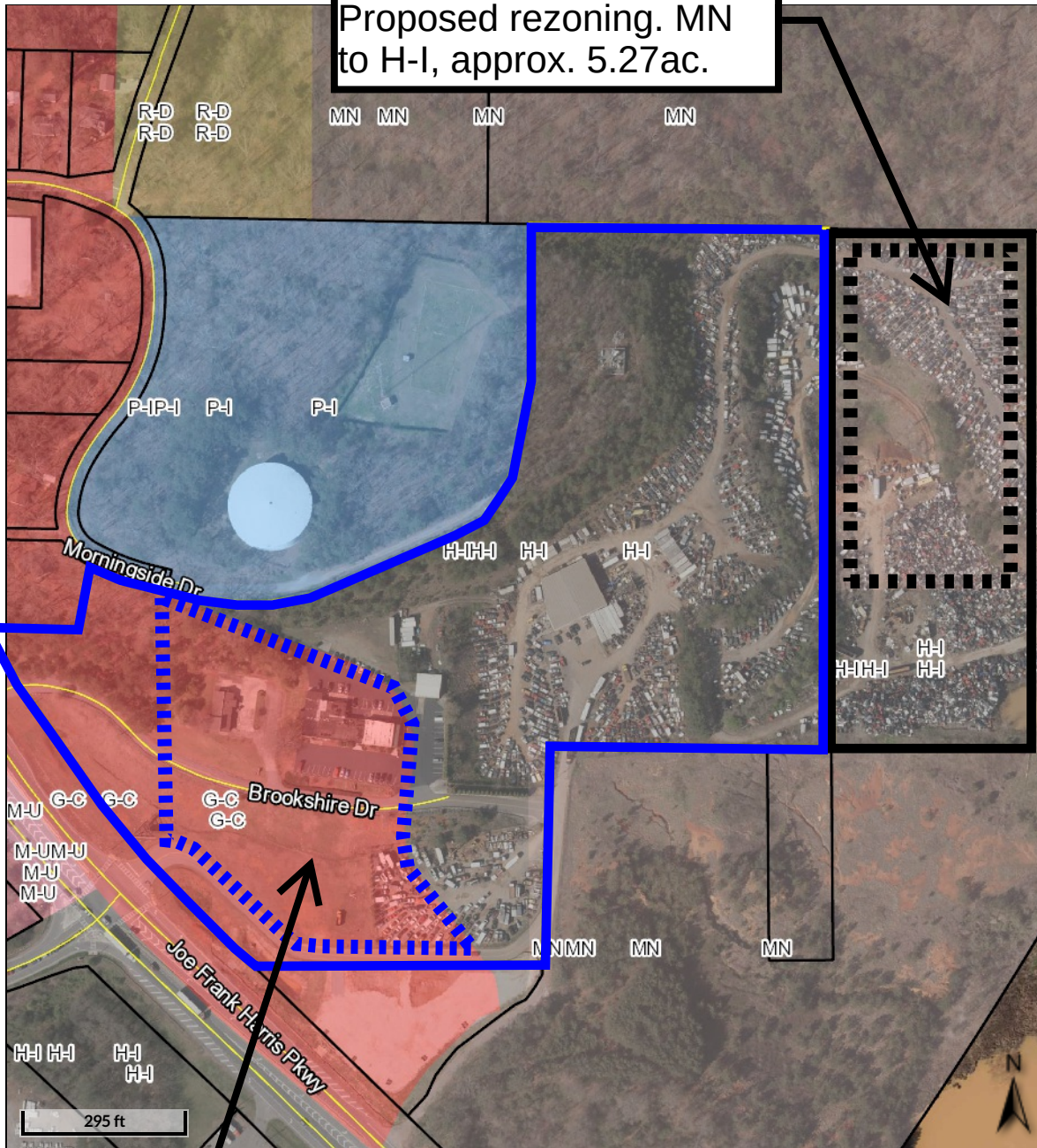
Last Data Uploaded: 5/21/2019 9:54:26 PM

Developed by  Schneider
GEOSPATIAL

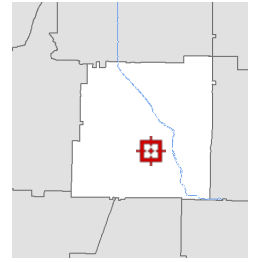


Bartow County, GA

Part of C018-0001-008.
Proposed rezoning. MN
to H-I, approx. 5.27ac.



Overview



Legend

Parcels

Roads

City Labels

Cartersville Zoning

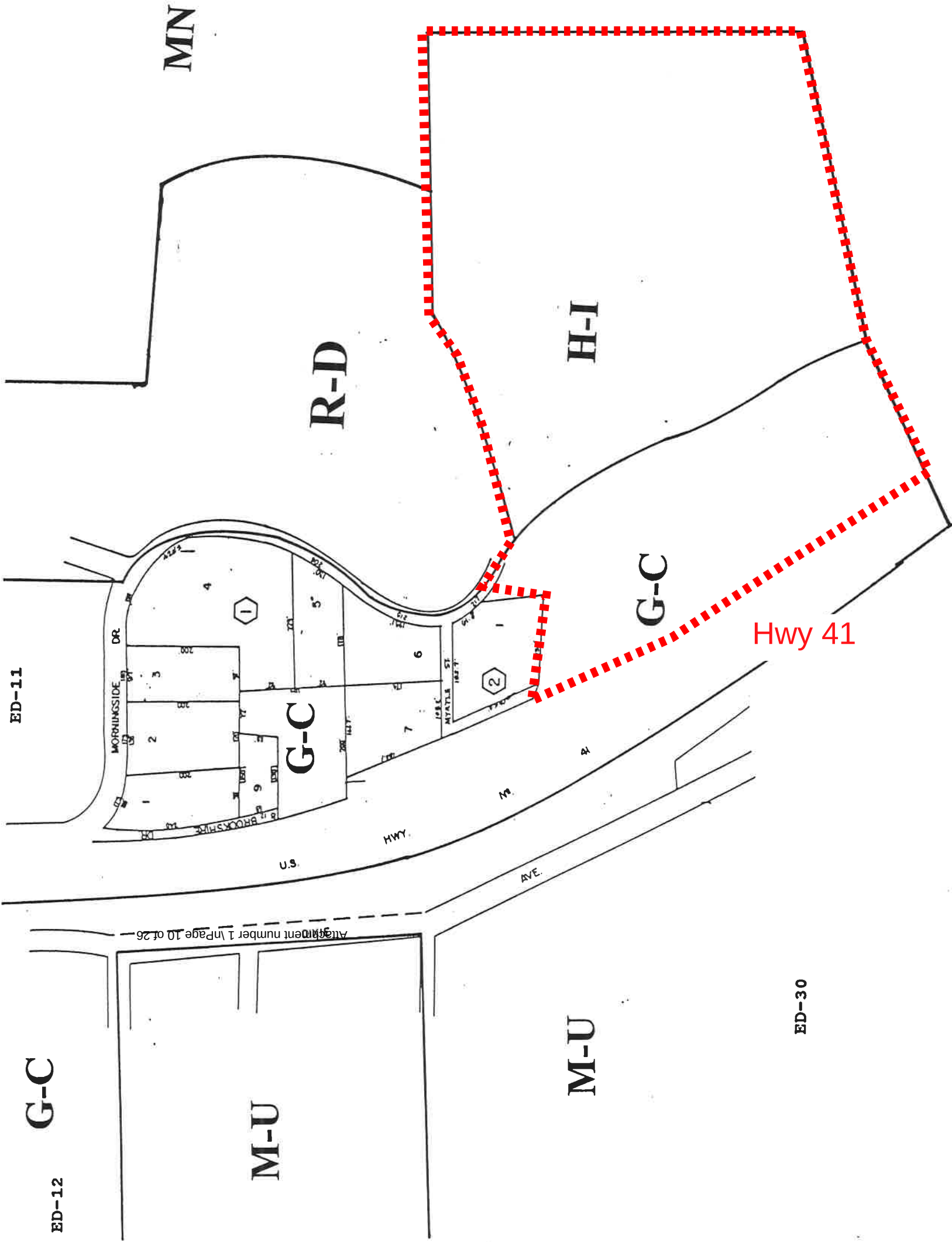
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Part of C018-0001-003.
Proposed rezoning. G-C
to H-I, approx. 4.18ac.



Item # 6

1996 zoning map
Tilley Properties



City of Cartersville
10 North Public Square
P.O. Box 1390
Cartersville, Georgia 30120

770-387-5661
Telephone

COMMUNITY DEVELOPMENT DEPARTMENT

770-387-5605
Telefax

Application to the Board of Zoning Appeals

(PLEASE PRINT OR TYPE)

Application No. V03-21

Date: 9/12/03

Item # 6

1. Application for: ☒ Variance () Special Exception () Administrative Review
2. Property Location: Peachtree Street / U.S. 411
3. LEGAL DESCRIPTION OF PROPERTY

Attach a legal survey plat showing the metes and bounds of the tract. If the property is within a recorded subdivision, give the following information:

SUBDIVISION NAME: _____ UNIT/PHASE: _____
LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): 530
DISTRICT: 4th SECTION: 3rd ROAD NAME: _____
RECORDED IN PLAT BOOK: _____ PAGE: _____

4. Zoning Classification: H-I
5. Request: (For variances, a letter of appeal stating the hardship or purpose of the appeal must be attached.)

Eliminate requirement that subject property have frontage on a public roadway;
reduce minimum acreage requirement and eliminate buffers for salvage yard.

Eliminate requirement that salvage yard use comply with Cartersville Landscape Ordinance.

Ordinance Reference and Section: Article IV, Section 4.10; Article XI, Sections
11.2.3 (g), (i), and (k)(3) and (5).

V03-21

September 12, 2003

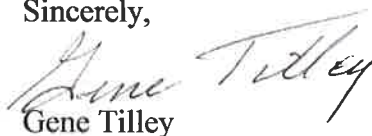
Cartersville Board of Zoning Appeals
10 North Public Squares
Cartersville, Georgia 30120

Dear Board Members:

Applicant seeks the following variances for these reasons:

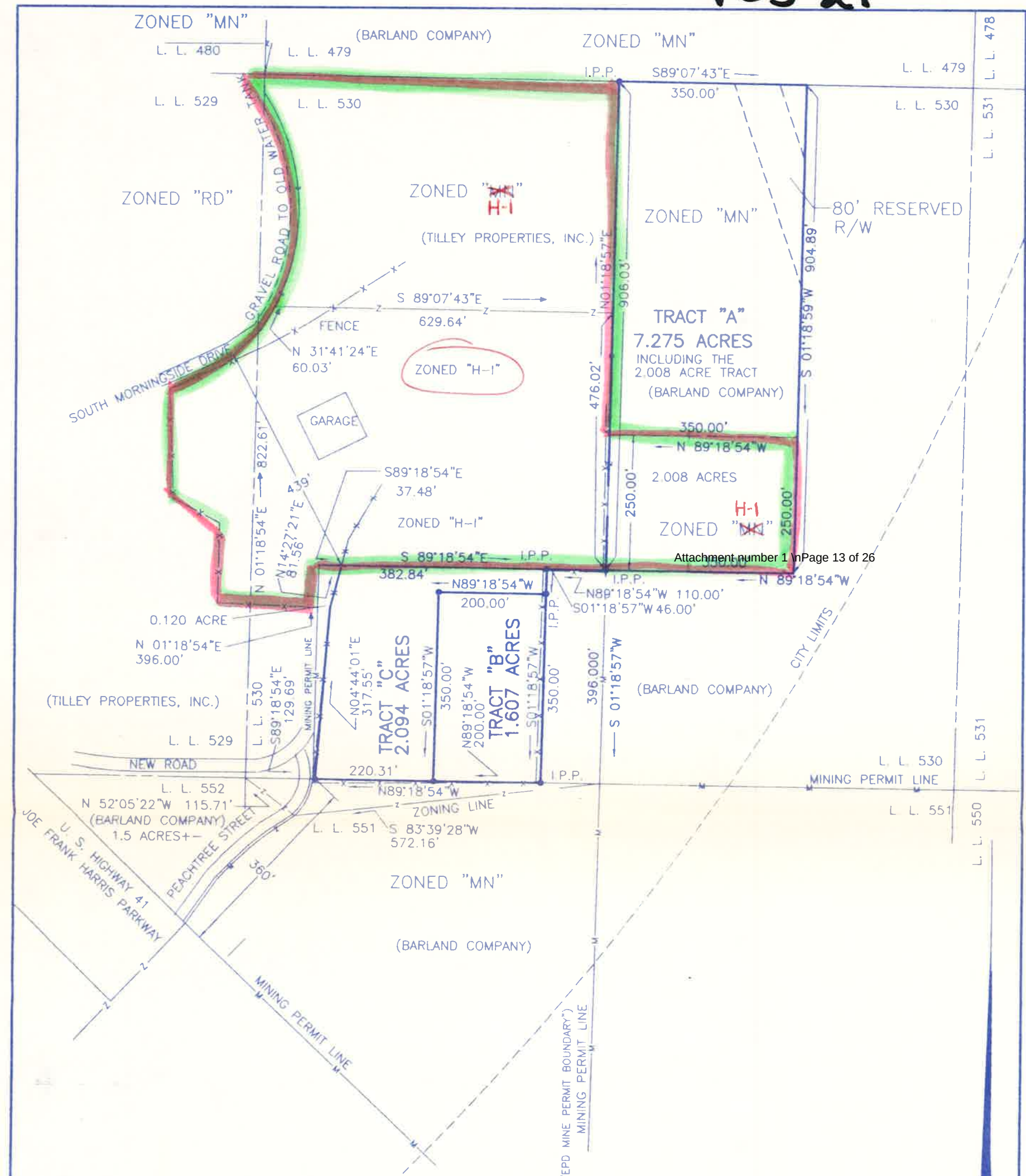
- Same request*
1. Variance from the requirement of Article IV, Section 4.10 that every lot shall abut a street. The subject tracts abut other portions of applicant's property, which do abut a public street. There is public access to the subject property.
 2. Variance from Section 11.2.3(G) (Heavy Industrial Development Standards) requiring 175 feet of street frontage. Because the subject tract abuts applicant's adjacent property, which fronts on a public street, this is not necessary.
 3. Variance from Sections 11.2.3(I) and K (3) (minimum buffer requirements). Applicant seeks a reduction from the otherwise applicable buffers of these sections to zero feet. The tract abuts property being mined eliminating the need for buffers. This is especially true because the adjacent mining tracts have minimal or no buffers. Buffers are inappropriate between mining and salvage yard uses, which are not visible from public roadways.
 4. Variance from Section 11.2.3(K)(5) requiring 20 acres minimum for a salvage yard. Applicant seeks a reduction to a 10 acres minimum. This will allow the use of the three adjacent parcels as one salvage yard, eliminating the need for multiple salvage yards in the City.
 5. Variance from the Cartersville Landscape Ordinance Code Section 17-61, et seq. The purpose of the landscape ordinance is to require landscaping on lots visible to public roadways. The subject parcels are not visible from a public roadway.

Sincerely,


Gene Tilley

Item # 6

V03-21



DRAWING FOR
NEW RIVERSIDE OCHRE COMPANY
 PROPERTY IN THE CITY OF CARTERSVILLE,
 IN LAND LOTS 530 & 551, 4th DISTRICT,
 3rd SECTION, BARTOW COUNTY, GEORGIA

FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 10,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR; 0'00'06" PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

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

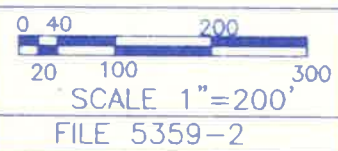
1190-4.CRD 5359-2.DWG
 NOTE: IRON PINS ARE (1/2" RE-BAR)
 EXCEPT AS SHOWN.

8-18-03

PLAT CLOSURE;
 ONE FOOT IN
 301,000 FEET
 MARCH 31, 2003
 REVISED 5-08-2003
 REVISED 5-22-2003
 REVISED 8-18-2003



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



Item # 6

EXHIBIT "C"

MINUTES
OF
THE CARTERSVILLE BOARD OF ZONING APPEALS

The Cartersville Board of Zoning Appeals met in a regularly scheduled meeting on October 13, 2003 at 4:30 P.M. in the City Hall Council Chambers.

Present: Commission members:
Linda Brunt, Gene Lewis, Gene McMillan, Jody Parker, Ken Wilson,
Staff Present:
Randy Mannino, and City Attorney Keith Lovell

Absent: Clifford Benham, Lamar Pendley,

Guests: See attached attendance register

Chairman Lewis called the meeting to order at 4:30 P.M. Mr. McMillan made a motion to accept minutes of the September 15, 2003 meeting as distributed, seconded by Mr. Parker, and the motion passed unanimously.

File #SE03-5: Review of Special Exception request by David & Patricia Harkins for property located at 840 Joe Frank Harris Parkway.

Chairman Lewis read the agenda item and asked Mr. Mannino to review the request. Mr. Mannino noted for the record that all adjacent property owners were notified and the legal notice and sign were properly placed for all items on the agenda. This is the formally withdrawn application (AR03-2) from David Harkin which initially was seeking to get "grandfathered" status by appealing Mr. Alday's position on the matter. The applicant declared to have been utilizing the lot in question for storage for some time and that exterior storage on the lot should be "grandfathered" as an allowable use.

In attempt to resolve the matter, Mr. Alday suggested the present course of action for the applicant. The Special Exception application is to increase the area of the non-conforming use of the structure to include the fenced area as identified as "vacant lot" on the submitted plat.

The desired condition would be to limit the expansion of said use and any outside storage to the fenced area as identified on the plat; and to provide a solid/opaque fencing to properly screen the area.

Mr. David Harkins spoke in behalf of the application. He explained the matter and clarified the area in question by referring to the site plan. He also stated that the fence is eight feet tall.

No one else spoke for or against the request. The Board briefly discussed the issue, and asked Mr. Harkins if all of the equipment would be stored within the fenced area. Mr. Harkins responded by noting all of the equipment would be moved to said area. He was also asked if he intended to screen the area within the fence. Mr. Harkins further noted that slats would be added to the existing chain link fence.

There was a motion by Mr. McMillan to approve the request for the fenced area as identified on the plat; and to provide slats for the fence to properly screen the area, seconded by Ms. Brunt, and it passed unanimously.

File #V03-20: Review of Variance request by Earnest Cochran for property located off of Market Square Boulevard (proposed Firestone Tire Store).

Chairman Lewis asked Mr. Mannino to review the request. Mr. Mannino said site is off of Market Place Boulevard, north of Bartow County Bank and east of Unity National Bank. It is adjacent to the newly developed Ruby Tuesday's restaurant. The requests are as follows:

1. Reduce the required road frontage from 110' to 0'.
2. Allow a free-standing sign (25' high & 120 sq. ft. in area)
3. Allow 200 sq. ft. of wall signage. Presently, no signage is allowed due to the lack of road frontage.

Again, this is adjacent to Ruby Tuesday's restaurant which received approvals for the exact requests in April of 2002. Apparently the lots were created prior to being annexed by the City of Cartersville. The fact that it (as well as the adjacent lot) is land locked, and has no road frontage necessitates the need for the requests.

Mr. Jeremy Petit spoke on behalf of the request. He explained that he also represented the Ruby Tuesday's request, and this application is requesting the same as what was finally approved for the restaurant. The variances are necessary because there is no official road frontage.

No one else came forward to speak for or against the request.

The Board asked questions concerning building frontage, landscaping, and other site specific details.

There was a motion by Mr. Wilson, seconded by Mr. Parker to approve the request, and it passed unanimously.

File #V03-22: Review of Variance request by New Riverside Ochre Co. Inc., & Rayed Real Estate Ltd., for property located off of U.S. 41 and in the area of Peachtree Street Ext.

Chairman Lewis asked ^{recused} Mr. Mannino to review the request. Ms. Brunt announced that she would be ~~abstaining~~ from participation in this application. Mr. Mannino explained that this site is interrelated to file # V03-21, and based on the berm plans that are proposed on this site, we needed to hear this request first. A portion of the property is also part of an agreement and property swap between Tilley Properties and New Riverside Ochre (NRO) that partially resulted from a violation notice for certain mining activities. With the exception of a small .6 acre segment which was accidentally left off of the re-zoning application, the re-zonings associated with said agreement were approved by the City on October 2, 2003. Because of the pending re-zoning of the .6 acre tract (to be finalized November 2nd), approval of this request would be contingent upon finalization of the pending zoning action.

The request is as follows:

1. Reduce the required 500' buffer requirement for mining to 25'.

The necessity to reduce the required buffer is due to the actual location of the mineral deposit on the subject property as was explained in the re-zoning process. If the Board chooses to grant this request, staff would recommend that any required buffer adjacent to U.S. 41 / Joe Frank Harris Parkway not be reduced below 200'. It was staff's impression, based on discussions with the City Engineer that said swath of mature trees would remain intact. The plan for said mining operation which shows the application request does show no activity in said 200'.

Mr. Harry White spoke on behalf of the request. He further explained the agreement between the parties and the necessity for the request. He also stated that they intended to leave the 200' buffer as indicated by Mr. Mannino. Mr. Lovell stated that the City has reviewed the agreement, and does support the applications to resolve the matter. Stan Bearden from NRO spoke about the actual proposed mining activity and the proposed berms and buffers. Mr. David Flint, representative of Tilley Properties asked for clarification of the 200' buffer to make sure it didn't affect property that his client would be receiving as a result of the private agreement. No one else came forward to speak for or against the request. The Board had a general discussion on the issues.

There was a motion by Mr. Parker, seconded by Mr. Wilson to approve the request to a 25' buffer, with a 200' natural buffer to remain adjacent to U.S. 41 as shown on submitted plat, and it passed 4-0-1 (Ms Brunt ~~abstained~~).

^{recused}

Item # 6

File #V03-21: Review of Variance request by Tilley Properties Inc. for property located off of Peachtree Street Ext. & U.S. 41 (Crest Auto Parts).

Chairman Lewis read the agenda item and asked Mr. ^{recused} Mannino to review the requests. Ms. Brunt announced that she would be also ~~abstaining~~ from participation in this application. The site is the area of Crest Auto Parts, an existing auto salvage facility. A portion of the property is also part of the agreement and property swap between Tilley Properties and New Riverside Ochre (NRO) that was discussed in the previous hearing (V03-22). The re-zonings associated with said agreement were approved by the City on October 2, 2003.

The requests are as follows:

1. Reduce the required road frontage from 175' to 0'.
2. Reduce the required buffer from 50' to 0'
3. Reduce the required minimum acreage for a salvage yard from 20 acres to 10 acres.
4. Eliminate required landscaping per the landscape ordinance.

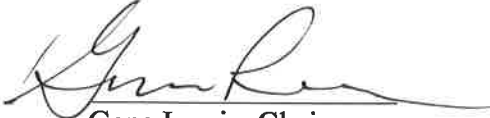
The applicant does own adjacent property which does have frontage along U.S. 41. If the Board chooses to grant these requests, staff would recommend 1.) proper access and utility easements be put in place to serve the facility, and 2.) an opaque fence be placed around the facility to screen the salvage material in accordance with the intent of the ordinance (at a minimum, said fence should be placed to screen visibility from northbound U.S. 41. The latter recommendation was also discussed in the previous request. NRO has stated that they will be adding a berm adjacent to said area.

Mr. David Flint spoke on behalf of the request. He stated that the fencing would not be necessary as recommended due to the proposed berm that NRO would be providing as part of their agreement and buffer reduction. He further noted that the area of the relocated salvage yard will be below the elevation of the area that will be visible. No one else came forward to speak for or against the request.

There was a motion by Mr. McMillan, seconded by Mr. Wilson to approve the request, and it passed 4-0-1 (Ms Brunt ~~abstained~~ ^{recused}).

There being no further business, the meeting was adjourned at 5:20 P.M.

11/10-2003
Date Approved


Gene Lewis, Chairman

Application for Rezoning

City of Cartersville

Case Number: 219-03

Date Received: 5/7/19

Public Hearing Dates:

Planning Commission 6/11/19
5:30pm

1st City Council 6/20/19
7:00pm

2nd City Council 7/2 (Tuesday)
7:00pm

Item # 6

Applicant <u>TILLEY PROPERTIES, INC</u> (printed name)	Office Phone <u>404-427-5660</u>
Address <u>917 N TENNESSEE STREET</u>	Mobile/ Other Phone _____
City <u>CARTERSVILLE</u> State <u>GA</u> Zip <u>30120</u>	Email <u>BETHTILLEY@BELLSOUTH.NET</u>
<u>JEFFREY A. WATKINS, P.C.</u> Representative's printed name (if other than applicant)	Phone (Rep) <u>770-382-7017</u>
	Email (Rep) <u>JEFF@JEFFWATKINSLAW.COM</u>
<u>[Signature]</u> Representative Signature	<u>[Signature]</u> Applicant Signature
Signed, sealed and delivered in presence of <u>[Signature]</u>	My commission expires: _____
<u>[Signature]</u> Notary Public	

* Titleholder <u>TILLEY PROPERTIES, INC.</u> (titleholder's printed name)	Phone <u>404-427-5660</u>
Address <u>917 N TENNESSEE ST</u>	Email <u>BETHTILLEY@BELLSOUTH.NET</u>
<u>[Signature]</u> Signature	
Signed, sealed, delivered in presence of <u>[Signature]</u>	My commission expires: _____
<u>[Signature]</u> Notary Public	

Present Zoning District <u>G-C</u>	Requested Zoning <u>H-I</u>
Acreage <u>4.18</u> Land Lot(s) <u>530 AND 531</u>	District(s) <u>4TH</u> Section(s) <u>3RD</u>
Location of Property: <u>JOE FRANK HARRIS PKWY (PARCEL C018-0001-003)</u> (street address, nearest intersections, etc.)	
Reason for Rezoning Request: <u>mining of the property has ceased and the requested rezoning will allow the zoning of the property to be consistent with the surrounding properties.</u>	
(attach additional statement as necessary)	

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 5/3/19

Date Two Years Prior to Application: 5/3/17

Date Five Years Prior to Application: 5/3/14

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:

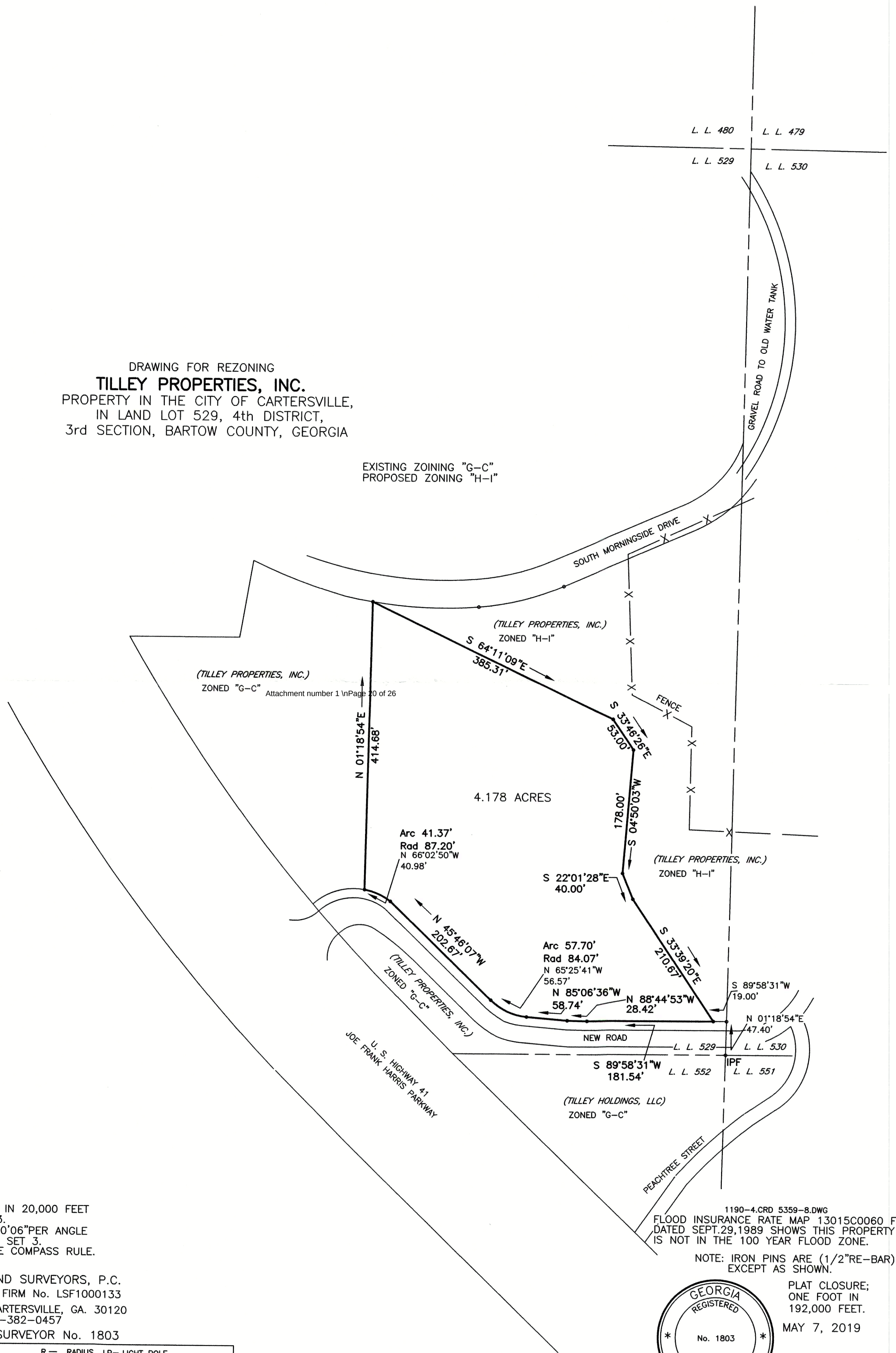
	YES	NO
Mayor: Matt Santini	<u> </u>	<u> </u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u>✓</u>
Ward 2- Jayce Stepp	<u> </u>	<u>✓</u>
Ward 3- Cary Roth	<u> </u>	<u>✓</u>
Ward 4- Calvin Cooley	<u> </u>	<u>✓</u>
Ward 5- Gary Fox	<u> </u>	<u>✓</u>
Ward 6- Taff Wren	<u> </u>	<u>✓</u>
Planning Commission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

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

B. Little 5/3/2019
Signature Date
Beth Little
Print Name

DRAWING FOR REZONING
TILLEY PROPERTIES, INC.
 PROPERTY IN THE CITY OF CARTERSVILLE,
 IN LAND LOT 529, 4th DISTRICT,
 3rd SECTION, BARTOW COUNTY, GEORGIA

EXISTING ZONING "G-C"
 PROPOSED ZONING "H-I"



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

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

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

Item # 6

1190-4.CRD 5359-8.DWG
 FLOOD INSURANCE RATE MAP 13015C0060 F
 DATED SEPT.29,1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

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



PLAT CLOSURE;
 ONE FOOT IN
 192,000 FEET.
 MAY 7, 2019

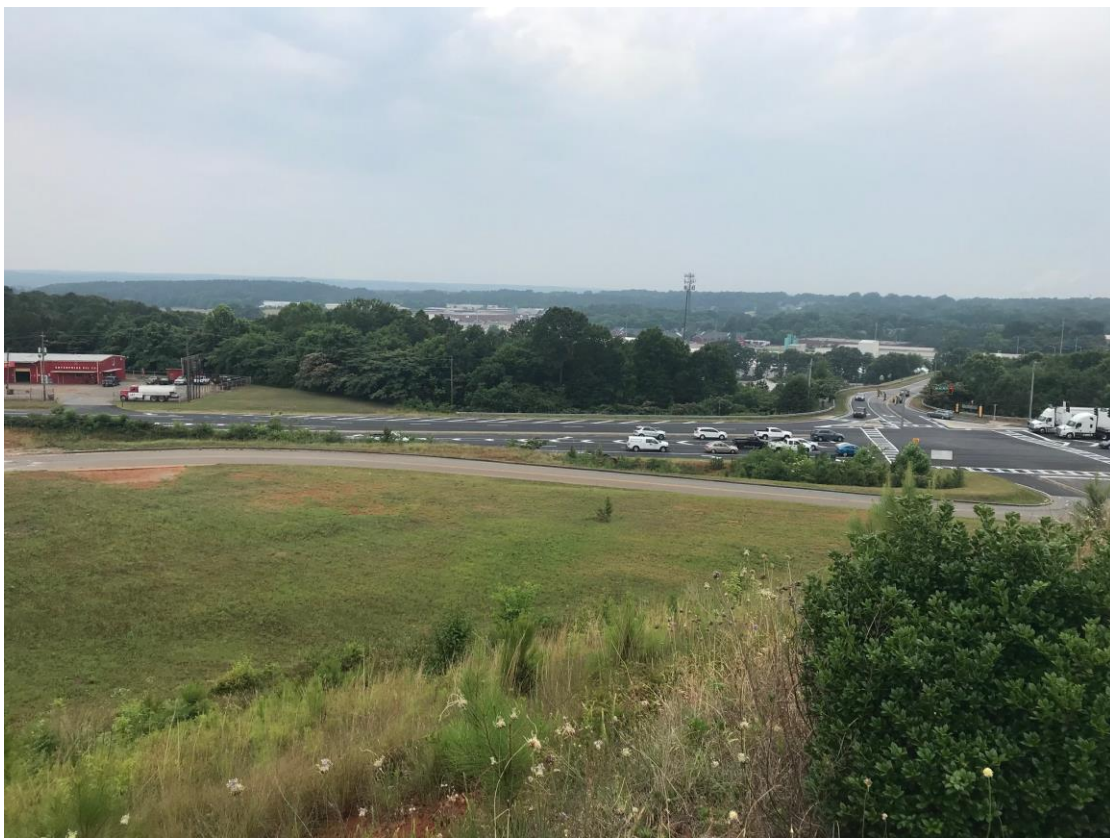
0 20 100
 10 50 150
 SCALE 1"=100'
 FILE 5359-8















City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Z19-04: Rezone 7.28+/- acres from H-I/ MN to H-I. Applicant: Tilley Holdings LLC

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	Tilley Holdings, LLC requests to rezone 7.3+/- acres from a split zoning of H-I (Heavy Industrial)/ MN (mining) to H-I only. Mining activities ceased many years ago. The applicant wishes for the zoning to reflect the actual use of the entire parcel.
City Manager's Remarks:	This is the second reading. This will make the entire tract H-I as mining has ceased on the property.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z19-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Tilley Properties Inc.**

Representative: **Jeff Watkins**

Property Owner: **Tilley Properties Inc.**

Property Location: **Joe Frank Harris Parkway (C018-0001-008)**

Access to the Property: **Joe Frank Harris Parkway**

Site Characteristics:

Tract Size: Acres: **7.27** District: **4th** Section: **3rd** LL(S): **530**

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

LAND USE INFORMATION

Current Zoning: **MN (Mining) & H-I (Heavy Industrial)**

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

Proposed Use: **Extension of salvage yard**

Current Zoning of Adjacent Property:

North: **MN (Mining)**

South: **MN (Mining)**

East: **MN (Mining)**

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

The Future Development Plan designates the subject property as: **Mining**

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

ZONING ANALYSIS

Rezoning Summary

This rezoning request is to rezone 7.3 +/- acres from a split zoning of H-I/ MN to H-I only.

The existing 7.3 +/- acre lot is split zoned between Heavy Industrial (H-I) and Mining (MN). The entire lot is used as a vehicle storage and salvage yard. Mining activities ceased many years ago. The applicant would like to remove the MN zoning and convert the parcel completely to an H-I zoned parcel to reflect the actual use of the land. The 2 acre H-I tract was rezoned from MN to H-I in 2003 per Z03-17 as part of a property swap agreement between Tilley Properties and New Riverside Ochre Company. The salvage operation began at that time.

The entire tract is. 7.3 +/- acres with 5.3+/- acres zoned as Mining.

This rezoning case is associated with Z19-03 in which a Tilley-owned G-C/ H-I split zoned parcel is proposed to expand the H-I boundary by 4.18 acres.

City Department Comments

Electric: Takes no exception

Fibercom: Takes no exception

Fire: No comments received at time of printing on 6/5.

Gas: No comments received at time of printing on 6/5.

Public Works: No comments received at time of printing on 6/5.

Water and Sewer: Takes no exception

Public Comments: None received as of 6/4/19

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Adjacent properties are zoned MN (Mining) & H-I (Heavy Industrial).

2. *The suitability of the subject property for the zoned purposes.*
The property has been used for industrial or mining applications for many decades. The zoning modification will not impact the suitability of the property for its' current use.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
There is no gain or hardship imposed on the public or owner with the zoning modification.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use that is suitable and compatible with adjacent uses.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does not conform with the Future Development Plan and Comprehensive Land Use Plan, but it will continue the existing land use.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not cause an excessive or burdensome use on streets, utilities or schools.
10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION: Staff recommends approval

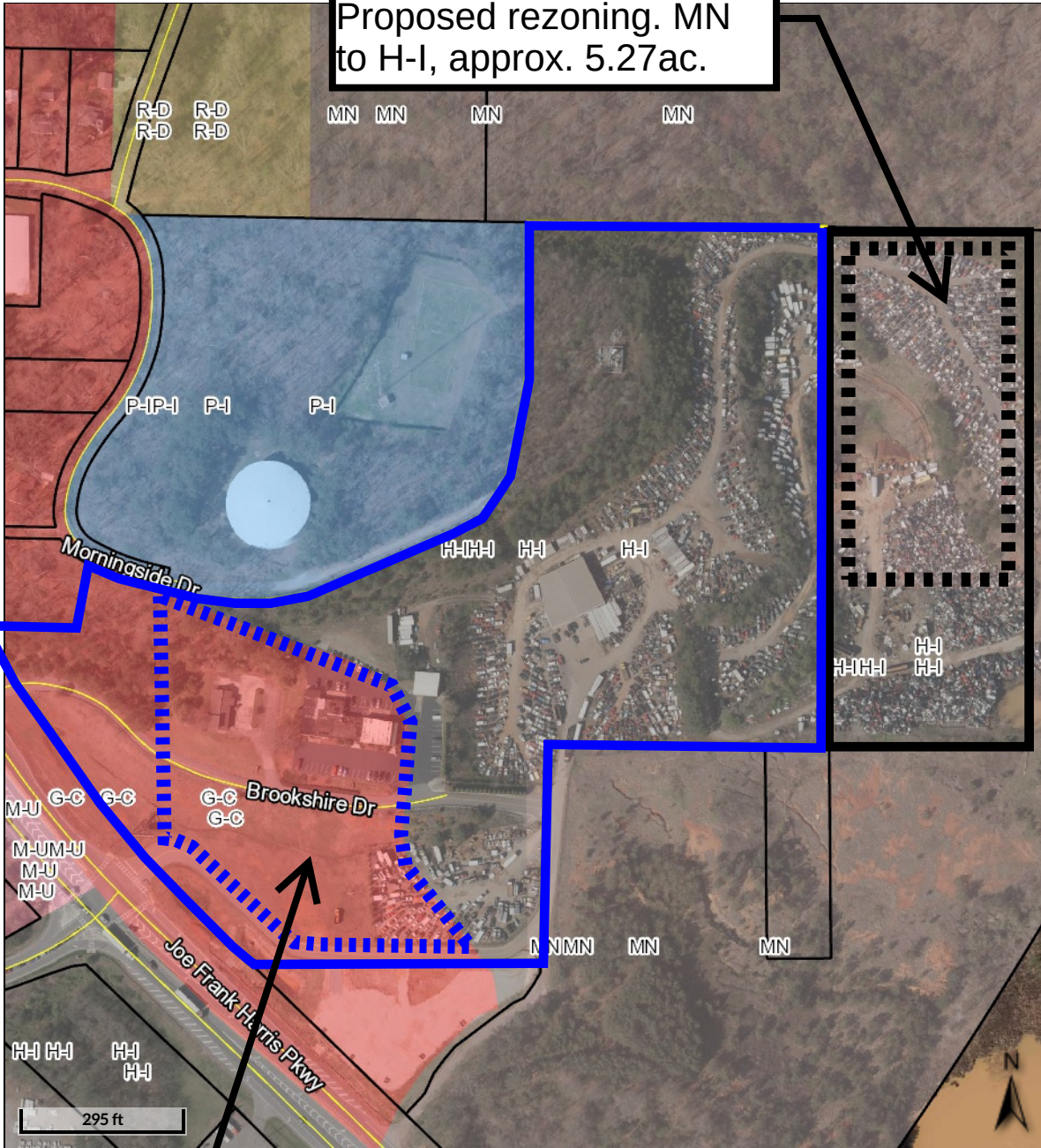
PLANNING COMMISSION RECOMMENDATION:

Recommends approval (4-0)

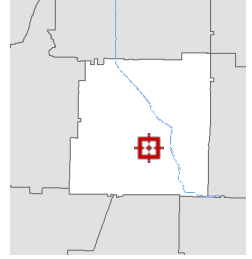


Bartow County, GA

Part of C018-0001-008.
Proposed rezoning. MN
to H-I, approx. 5.27ac.



Overview



Legend

Parcels

Roads

City Labels

Cartersville Zoning

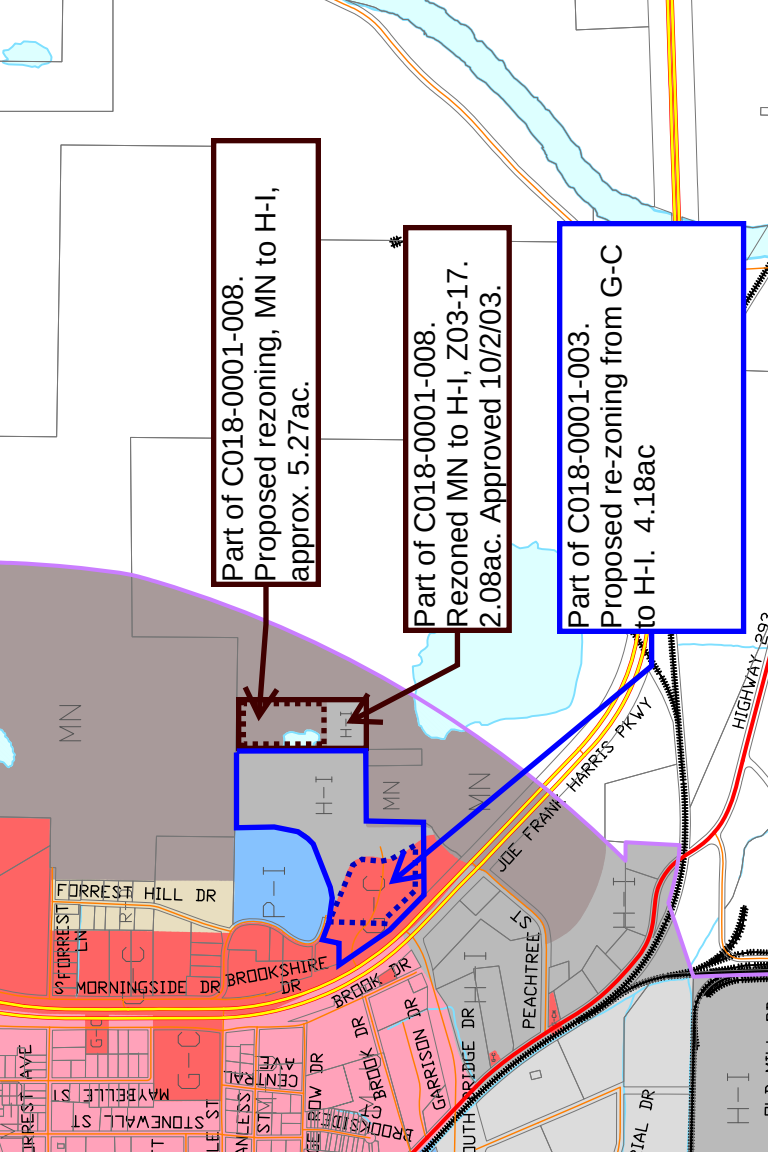
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Part of C018-0001-003.
Proposed rezoning. G-C
to H-I, approx. 4.18ac.

Part of C018-0001-008.
Proposed rezoning, MN to H-I,
approx. 5.27ac.

Part of C018-0001-008.
Rezoned MN to H-I, Z03-17.
2.08ac. Approved 10/2/03.

Part of C018-0001-003.
Proposed re-zoning from G-C
to H-I. 4.18ac



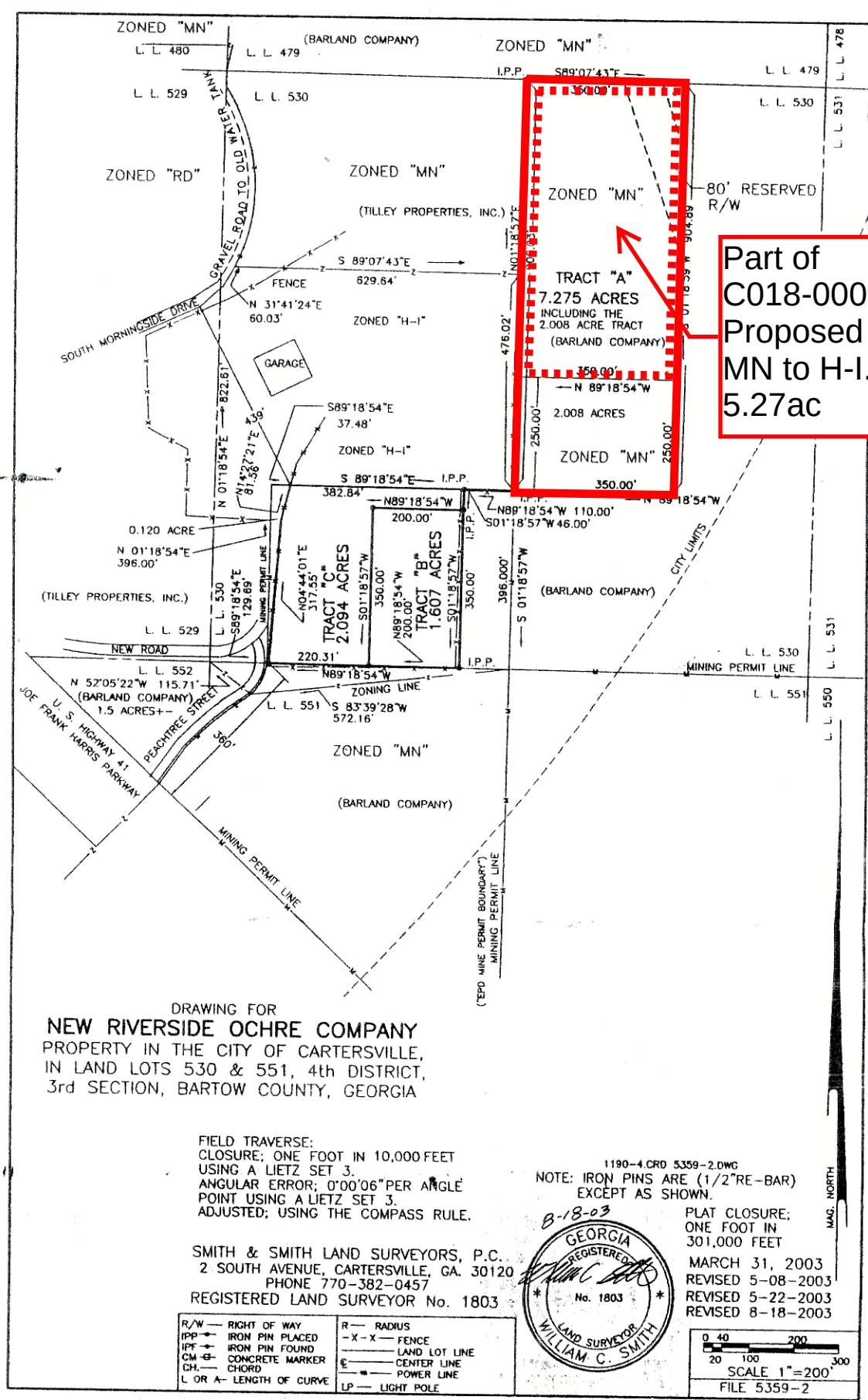


Exhibit "C"

Application for Rezoning

City of Cartersville

Case Number: 219-04

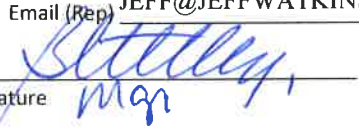
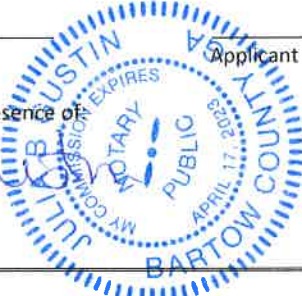
Date Received: 5/7/19

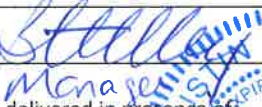
Public Hearing Dates:

Planning Commission 6/11/19
5:30pm

1st City Council 6/20/19
7:00pm

2nd City Council 7/2 (Tuesday)
7:00pm

Applicant	TILLEY HOLDINGS, LLC	Office Phone	404-427-5660
(printed name)			
Address	917 N TENNESSEE STREET	Mobile/ Other Phone	
City	CARTERSVILLE	State	GA
Zip	30120	Email	BETHTILLEY@BELLSOUTH.NET
JEFFREY A. WATKINS, P.C.		Phone (Rep)	770-382-7017
Representative's printed name (if other than applicant)		Email (Rep)	JEFF@JEFFWATKINSLAW.COM
Representative Signature		Applicant Signature	
Signed, sealed and delivered in presence of:		My commission expires:	
Notary Public			

* Titleholder	TILLEY HOLDINGS, LLC	Phone	404-427-5660
(titleholder's printed name)			
Address	917 N TENNESSEE ST	Email	BETHTILLEY@BELLSOUTH.NET
Signature			
Signed, sealed, delivered in presence of:		My commission expires:	
Notary Public			

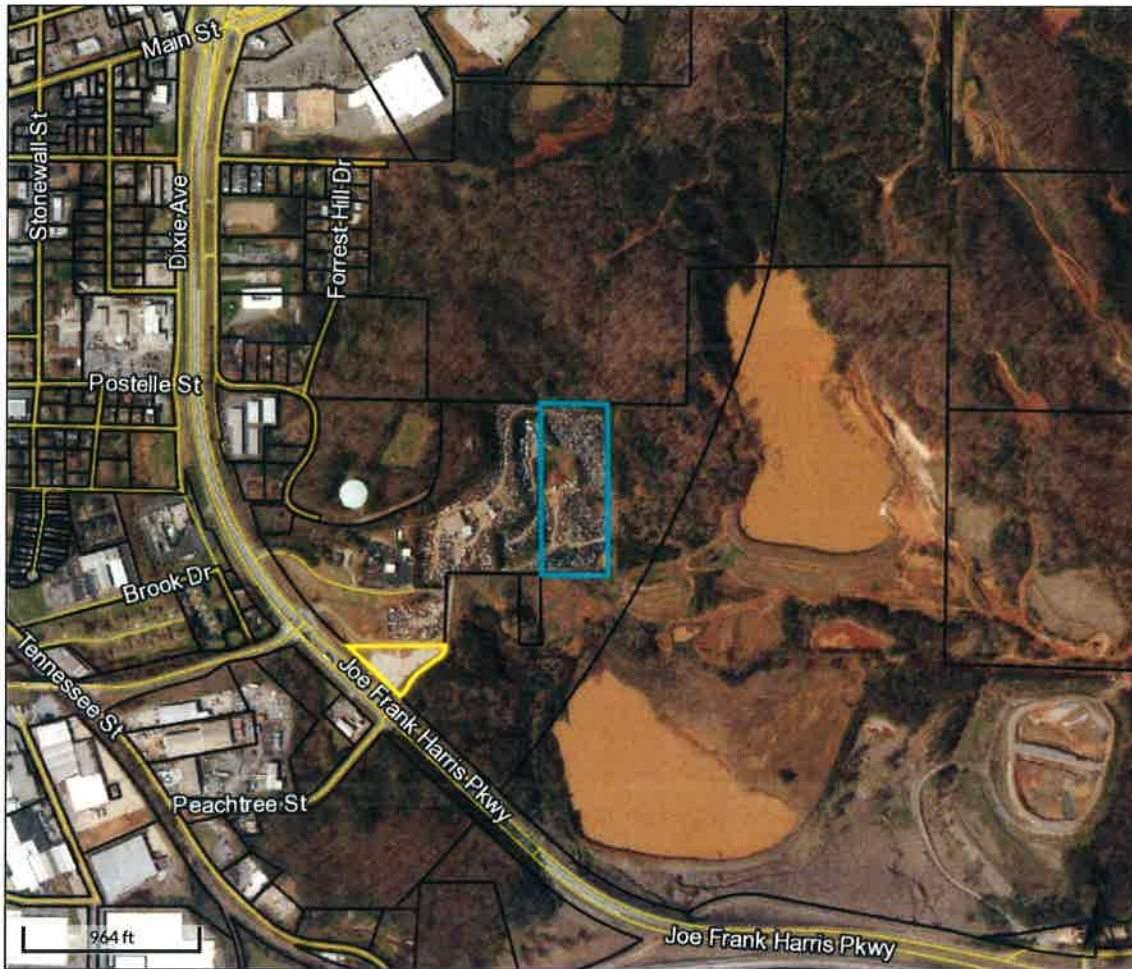
Present Zoning District	M-N/H-I	Requested Zoning	H-I
Acreage	7.275	Land Lot(s)	530 AND 531
District(s)	4TH	Section(s)	3RD
Location of Property:	JOE FRANK HARRIS PKWY (PARCEL C018-0001-008)		
	(street address, nearest intersections, etc.)		
Reason for Rezoning Request:	mining of the property has ceased and the requested rezoning will allow the zoning of the property to be consistent with the surrounding properties.		
	(attach additional statement as necessary)		

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



qPublic.net™

Bartow County, GA



Overview



Legend

- Parcels
- Roads
- City Labels

Item # 7

Parcel ID	C018-0001-008	Alternate ID	34533	Owner Address	TILLEY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Commercial		917 N TENNESSEE ST
Property Address	HWY 41	Acreage	7.27		CARTERSVILLE GA 30120
	Cartersville				

District Cartersville

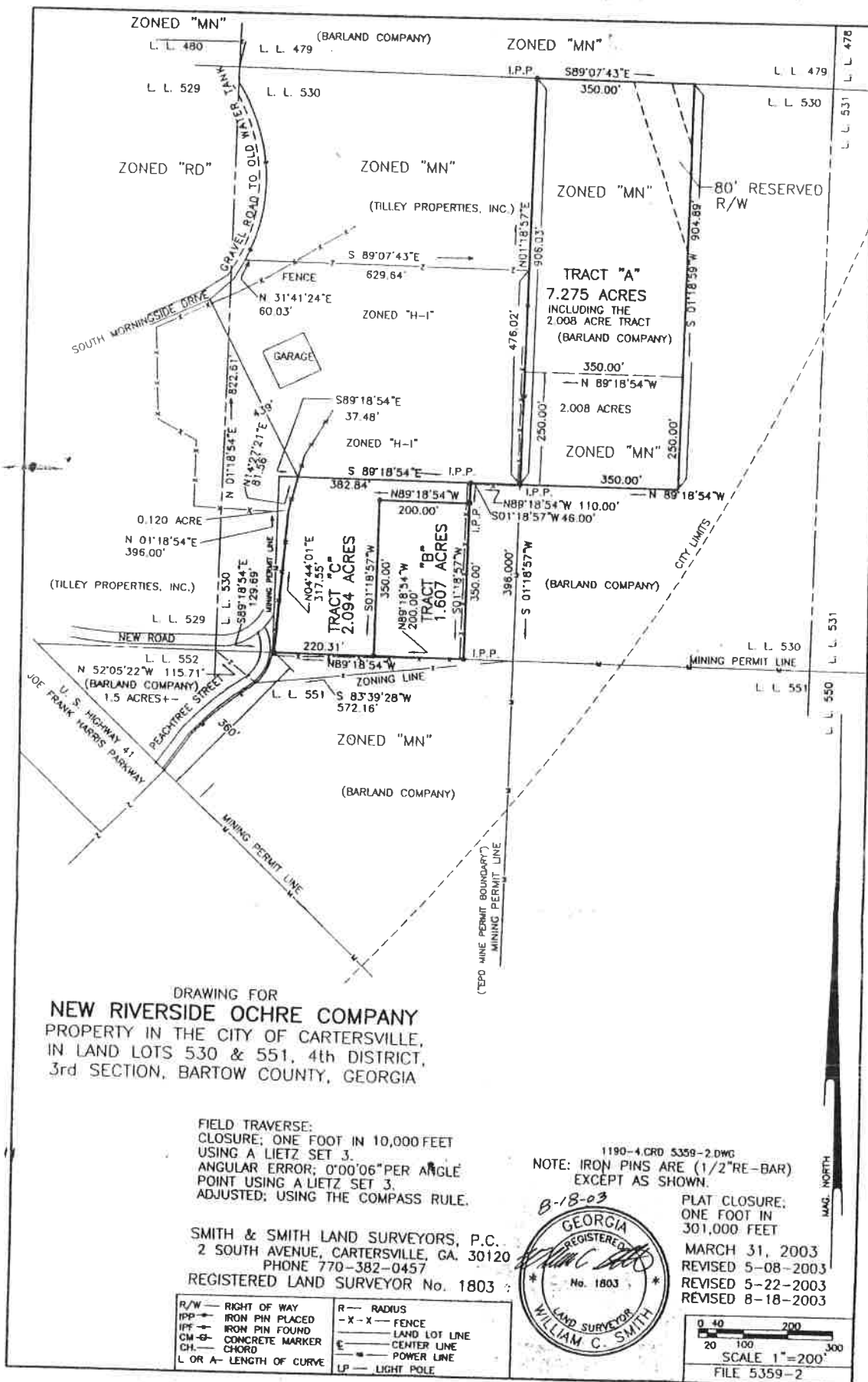
Brief Tax Description LL 530 D 4

(Note: Not to be used on legal documents)

Date created: 5/22/2019

Last Data Uploaded: 5/21/2019 9:54:26 PM

Developed by Schneider
GEOSPATIAL



Item # 7

Exhibit "C"

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: 5/3/19

Date Two Years Prior to Application: 5/3/17

Date Five Years Prior to Application: 5/3/14

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

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

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

Bettley 5/3/2019
Signature Date
Bettley
Print Name

LIST OF ADJOINING PROPERTY OWNERS

Barland & Raydel Real Estate
P.O. Box 1434
Cartersville, Georgia 3120

City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30121

Forty One Connector, Ltd.
P.O. Box 1708
Cartersville, Georgia 30121







City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Chapter 5. Article III. Section 5-7. Maximum Number of Dogs and Cats

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The current ordinance is being amended by deleting subparagraph (a) in its entirety and replacing it with the wording in the attached ordinance.
City Manager's Remarks:	This is the first reading of this ordinance revision. 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 5 – ANIMALS. ARTICLE III. – GENERAL PROVISIONS. SECTION 5-7. – MAXIMUM NUMBER OF DOGS AND CATS** is hereby amended by deleting subparagraph (a) in its entirety and replacing it as follows:

1.

Sec. 5-7. - Maximum number of dogs and cats.

(a) *Dogs.* The following restrictions apply to the maximum number of dogs that may be possessed or kept on any residential property, based on the area of the lot. Other applicable regulations, including the city zoning ordinance, shall still apply and should be consulted for restrictions on location of shelters and enclosures and other restrictions. "Kennels," as defined therein, are regulated under the zoning ordinance and section 5-9, herein.

- (1) *Larger than two (2) acres.* On any residential property that is larger than two (2) acres, there shall be no restriction on the number of dogs allowed to be possessed or kept, provided all other applicable provisions of this chapter are obeyed. However, any such property that contains more than six (6) dogs shall be required to maintain those animals in an enclosure at least one hundred (100) feet from the nearest property line.
- (2) *Equal to or less than two (2) acres.* On any residential property that is equal to or less than two (2) acres, it shall be unlawful to possess or keep more than six (6) dogs.
- (3) *Multifamily units.* For any dwelling unit in a multifamily development (e.g., apartment, condominium, townhome, mobile home parks, duplex, triplex, quadraplex or similar) it shall be unlawful to possess or keep more than three (3) dogs. The overall acreage of the development or property shall not control.

2.

All other remaining provisions of Section 5.7. are to remain as is and the replacement subparagraph herein is to be made part of Section 5.7.

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: _____

Item # 8

MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Right of Way Deed of Dedication - Highlands Investments Project

SubCategory:	Easements
Department Name:	Administration
Department Summary Recommendation:	This ROW Deed of Dedication is for the 60' ingress and egress and utility easements on Bishop Point and 60' ingress and egress and utility easements on Rogers Circle for the Highlands Investment Project. A copy of the plat referenced in the ROW Deed of Dedication showing the actual right of ways and easements is also attached.
City Manager's Remarks:	Your approval of the ROW Deed of Dedication is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**STATE OF GEORGIA
COUNTY OF BARTOW**

RIGHT OF WAY DEED OF DEDICATION

THIS INDENTURE, made this ____ day of April, 2019, between,

HIGHLANDS INVESTMENT ASSOCIATES, LLC

the County of Bartow, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

CITY OF CARTERSVILLE, a Municipal Corporation 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). The words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH

FOR AND IN CONSIDERATION of the sum of **TEN and 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, dedicated, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 21, 22, 51 & 52 of the 4th District, 3rd Section of Bartow County Georgia; being shown as Rogers Circle (60' Ingress-Egress and Utility Easement) and Bishop Point (60' Ingress-Egress and Utility Easement), City of Cartersville proposed right-of-way and being more particularly described on a survey for the City of Cartersville Proposed Right-of-Way, prepared by William C. Smith, GRLS No. 1803 on April 22, 2019, and recorded in Plat Book 2019, Page 111 in the Office of the Clerk of the Superior Court of Bartow County, Georgia.

This deed is given to dedicate the described roads, utility easements, water easements, sewer easements, gas easements, stormwater easements and related infrastructure to the City of Cartersville, as indicated on said plat. As a condition to grantee's acceptance hereof, grantor must, and does hereby, agree to maintain said roads and easements as required by the City of Cartersville for a period of one year commencing with the acceptance hereof by grantee, as evidenced below.

The Grantor his/her successors and assigns, shall agree to hold the City of Cartersville harmless and indemnify the city from all liabilities, claims, suits, injuries or actions arising from defects in design, installation and/or maintenance of said infrastructure during the twelve-month maintenance period.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

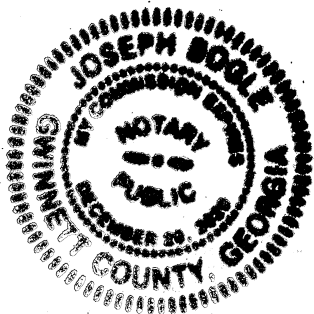
Signed, sealed and delivered
in the presence of:

**GRANTOR: HIGHLANDS
INVESTMENT ASSOCIATES, LLC**

Joseph Boyle
Witness
Joe Boyle
Notary Public

Dale R. Baumann
By: Dale Baumann, Manager

-SIGNATURES CONTINUED ON NEXT PAGE-



**ACCEPTED THIS ____ DAY OF _____, 2019, BY THE CITY OF
CARTERSVILLE, GEORGIA.**

Attested to by:

MATTHEW J. SANTINI, MAYOR

MEREDITH ULMER, CITY CLERK

SPACE FOR CLERK OF SUPERIOR COURT

2670507172

PARTICIPANT ID

BK:2019 PG:111-111

P2019000111

FILED IN OFFICE
CLERK OF COURT
04/22/2019 08:32 AM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

Melba Scoggins

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

SPACE FOR GOVERNMENT BODY APPROVAL

NOTE:

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

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67. TO BE PROPERLY



DATE: 04-22-2019

WILLIAM C. SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803

DATE OF LAST FIELD SURVEY WORK: 7-17-2018

SURVEY FOR
HIGHLANDS INVESTMENT ASSOCIATES, LLC
& THE CITY OF CARTERSVILLE
(INGRESS-EGRESS & UTILITY EASEMENTS)
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOTS 21, 22, 51 & 52
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

CSX RAILROAD 100' R/W

Attachment number 2 in Page 1 of 1

GEORGIA ZONE WEST
GRID NORTH

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

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

REGISTERED LAND SURVEYOR No. 1803

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

Item # 9

FLOOD INSURANCE RATE MAP 13015C0258 G
DATED SEPT. 28, 2007 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

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

PLAT CLOSURE;
ONE FOOT IN
56,000 FEET.

0 20 100
10 50 150
SCALE 1"=100'
FILE 6656-13

APRIL 22, 2019



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Grassdale Rd Sidewalk-Engineering Services Contract

SubCategory:	Engineering Services
Department Name:	Public Works
Department Summary Recommendation:	The City of Cartersville previously was awarded a TAP (Transportation Alternative Program) Grant from the Georgia Department of Transportation. A request for qualifications for professional engineering services was issued by Public Works. A selection committee was formed by city staff to evaluate all responses. After evaluation by the committee, two firms were selected for interviews. Once interviewed, the committee rated Southeastern Engineering with the highest evaluation. After this recommendation, Public Works requested a scope and fee schedule for design services. After negotiations, the original fee was reduced by 21% to a fee of \$331,500. Our TAP grant will cover 80% of the design fees. Also, since this is a joint project between the city and county, the 20% match will be split between both entities. Therefore, each entity will be responsible for \$33,150. This amount is not budgeted and would have to be funded by our SPLOST funds. If this project is desired by Mayor and Council, then Public Works recommends entering into a joint contract between SEI and the City of Cartersville.
City Manager's Remarks:	This is the engineering services agreement for the Grassdale Road Sidewalk Project. The project is not budgeted and would need to be funded through SPLOST Funds. The grant covers 80% of the engineering cost but the City and County would cover the remaining 20%. The City of Cartersville would be responsible for 10%, which is \$33,150. If Council still wishes to continue the sidewalk project, your approval of the engineering services contract is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo



2470 Sandy Plains Rd
 Marietta, GA 30066
 D (770) 702-7025
 C (404) 670-2040
sjordan@seengineering.com

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Cartersville Mayor
 Matt Santini
 1 N. Erwin Street
 Cartersville, GA 30120
msantini@cityofcartersville.org

PROJECT NAME: Engineering Services for Grassdale Road Sidewalks & Drainage Improvements,
 GDOT PI No. 0016628

PROJECT UNDERSTANDING

SEI understands that the City of Cartersville needs engineering services the Grassdale Road Sidewalk and Drainage Improvement project. Drainage improvements will be on both sides of Grassdale Road from SR 293/Cassville Road to SR 3/SR 20/US 41 /Joe Frank Harris Pkwy and sidewalk will be added on the east side of Grassdale Road through the entire project limits. SEI also understands that this is a federally funded project that will go through GDOT's full Plan Development Process (PDP) and will be administered by GDOT's Transportation Alternative Program (TAP) Management Staff.

SEI's Approved Scope and Fee document submitted and approved by the City of Cartersville for this project, is included at the end of this proposal for additional backup and reference.

SCOPE OF SERVICES

Task 1 – Concept Development

SEI has assumed a limited scope concept report will be used for this project.

Task 2 – Database Preparation

SEI will utilize Cartersville based surveying firm, Lowery and Associates to provide field crew support to collect the survey. SEI has included Utilisurvey as a direct cost in the surveying task to mark all existing utilities prior to surveying them. SEI's survey department will QC all of Lowery's field work and process into working MicroStation and InRoads files. SEI has anticipated that this database will be reviewed and approved by GDOT's Location Office.

Task 3 – Environmental Document

SEI has assumed a Categorical Exclusion (CE) will be the environmental document required for approval by GDOT. SEI has engaged New South for History and Archaeology and River 2 Tap for Air and Noise memos. Both of these special studies will be required for the CE. SEI will lead the NEPA document and

will handle the ecology portion of the CE. SEI has assumed one no-change CE Re-Evaluation as part of the original scope for Preliminary Engineering (PE) for this project.

Task 4 – Preliminary Plans

SEI will complete preliminary plans per GDOT's latest Plan Presentation Guidelines (PPG), PDP and Preliminary Field Plan Review (PFPR) checklist.

Task 5 – Right of Way Plans

SEI will complete right of way plans per GDOT's latest PPG & PDP. Staking of the required right of way and easement has also been included in this task.

Task 6 – Final Plans

SEI will complete final plans per GDOT's latest PPG, PDP and Final Field Plan Review (FFPR) checklist.

Task 7 – Public Involvement

SEI will prepare and participate in one Public Information Open House (PIOH).

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Concept Development	\$25,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 2 – Database Preparation	\$61,500.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 3 – Environmental Document	\$85,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 4 – Preliminary Plans	\$70,000.00	<i>Monthly, % Complete of Lump Sum</i>	
Task 5 – Right of Way Plans	\$35,000.00	<i>Monthly, % Complete of Lump Sum</i>	

Task 6 – Final Plans	\$45,000.00	Monthly, % Complete of Lump Sum	
Task 7 – Public Involvement	\$10,000.00	Monthly, % Complete of Lump Sum	
Total	\$331,500.00	Monthly, % Complete of Lump Sum	

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are not included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☐ GDOT or another agency coordination
- ☐ Community coordination meetings
- ☐ Graphic design
- ☒ Traffic engineering services
- ☐ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☐ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☐ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☐ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☐ Final plat submittal or revisions
- ☐ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- F. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- G. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- H. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- I. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- J. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- K. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- L. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- M. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- N. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- O. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- P. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.
- Q. SEI will comply with all the latest E-Verify requirements.



2470 Sandy Plains Rd
 Marietta, GA 30066
 Phone (770) 702-7025
 Mobile (404) 670-2040
 sjordan@seengineering.com

Scope & Fee for Roadway Design Services
PI No. 0016628
Drainage Improvements on Grassdale Road
Sidewalks on East Side of Grassdale Road
from SR 293 to SR 3/SR 20

Southeastern Engineers, Inc. (SEI) is pleased to present our Updated Scope & Fee for the Grassdale Road Sidewalk Project based on feedback from the City. Our Scope of Services includes drainage improvements on both sides of the road by adding new curb & gutter and sidewalk on the east side of Grassdale Road from SR 293/Cassville Road to SR 3/SR 20/US 41/Joe Frank Harris Pkwy.

SEI understands that this project will go through GDOT's full Plan Development Process (PDP) and is funded by the Federal Transportation Alternative Program (TAP) and will be administered by GDOT's TAP Program Management Staff.

Exclusions:

- **Traffic** – Signal modifications at SR 293 and SR 3/SR 20 are not anticipated to be impacted or adjust as part of this project and have been excluded from the project scope. Encroachment permits are not anticipated since this is a programmed GDOT PI Numbered project.
- **Structural Design** – All retaining walls needed to limit property impacts will be either GDOT Standard Gravity Walls (GDOT Standard 9031L) or GDOT Standard Parapet Wall (GDOT Construction Detail PW-1). Structural design for any walls has not been included in the scope.
- **Geotechnical** – Since the nature of the project is adding sidewalk by building a shoulder, a Soil Survey (SS) or Wall Foundation Investigation (WFI) are not anticipated and has not been included in the scope. In addition, since the existing pavement is not proposed to be modified, an existing pavement evaluation and pavement design is not anticipated and has not been included. A Phase II UST investigation is also not anticipated at either gas station and therefore has not been included in the scope and fee. However, a Phase I UST has been included.
- **Environmental** – Aquatic Species is not anticipated and has not been included in the overall scope for this project.
- **Right of Way Acquisition** – Right of Way acquisition has not been included.
- **Contract and Construction Administration** – Any post-let activities have not been included.

Assumptions:

- **Concept** – A Limited Scope Concept Report is anticipated for this project and has been included in the scope and fee.
- **Environmental** – A Categorical Exclusion (CE) has been assumed as the proper level of environmental documentation based on prior experience on similar type projects that affect this amount of right of way. Also, one No-Change CE-Reevaluation has been scoped. Attendance of SEI at the A3M meeting has been included.
- **MS4** – MS4 infeasibility will be assumed and documented per GDOT's latest infeasibility criteria.
- **Design Variance** – One Design Variance for lateral offsets to existing utility poles is anticipated and has been included.
- **Erosion Control** – An EPD submittal of the Erosion Control Plans has been included since the project site is over an acre of disturbed acreage.



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 sjordan@seengineering.com

Project Description & Purpose

This project will provide drainage improvements on both sides of Grassdale Road and sidewalk on the east side from SR 293 to SR 3/SR 20. Longitudinal drainage will be added on both sides of the corridor with each drainage outfall carefully being considered. There are currently five existing stormwater discharge points within the project limits that will be utilized for all closed storm drainage system outfall points.

Survey

- Lowery & Associates will supplement SEI field crews for the field work but SEI will process and own all the survey as it will have to be approved by GDOT. Utility locates have been included and right of way staking has also been included as part of the right of way plans phase. Additional survey will be included at two of the five discharge points to ensure downstream channel modifications for stormwater management are accounted for in the design if determined they are needed.

Public Information Open Houses (PIOH's)

- One PIOH has been included in the scope.

Environmental Documentation

- A Categorical Exclusion (CE) is the assumed environmental document that will be required by GDOT. SEI has assumed one no-change Re-Evaluation of the PCE. SEI has included River 2 Tap for Air & Noise Memos and New South for History and Archaeology. SEI will complete the NEPA and Ecology portion of the CE Document

Concept Development

- Limited Scope Concept is anticipated.
- A typical sidewalk 10 ft wide shoulder template will be applied to the survey to generate the conceptual construction limits for the concept plan on both sides of Grassdale Road. After conceptual limits are developed the project be walked by SEI and City of Cartersville Engineer to identify any areas that should be avoided or the design altered to minimize impacts prior to submitted the concept to GDOT.

Preliminary Plans

- Latest GDOT Preliminary Field Plan Review (PFPR) Checklist Items
- Prepare Preliminary Plans for review by GDOT/City of Cartersville consisting of:
 - o 01-0001 Cover
 - o 02-0001 Index
 - o 03-0001 Revision Summary
 - o 04-0001 General Notes
 - o 05-0001 Typical Sections
 - o 06-0001 Summary of Quantities
 - o 07-0001 Quantities Required by Amendment
 - o 08-0001 Quantities Required on Construction
 - o 09-0001 Detailed Estimate
 - o 13-0001 Construction Plans
 - o 15-0001 Profiles



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- o 17-0001 Driveway Profiles – 60 potential driveways
- o 21-0001 Drainage Area Map
- o 22-0001 Drainage Profiles
- o 23-0001 Cross-Sections
- o 24-0001 Utility Plans
- o 26-0001 Signing & Marking Plans
- o 31-0001 Retaining Wall Envelopes
- o 32-0001 Retaining Wall Plans
- o 50-0001 Erosion Control Plan Cover
- o 51-0001 Erosion Control Plan General Notes
- o 52-0001 Erosion Control Legend and Uniform Code Drawing
- o 53-0001 Erosion Control Drainage Area Map
- o 54-0001 Erosion Control Plans
- o 55-0001 Erosion Control Watershed and Site Monitoring Location
- o 56-0001 Erosion Control Standards and Details
- o 60-0001 Right of Way Plans
- Attend a PFPR with GDOT/City of Cartersville.
- Preliminary Plan Engineers Construction cost estimate.

Right of Way Plans

- Prepare right-of-way plans based on the Preliminary Plan Review comments for review and approval by GDOT/City of Cartersville.
- There are potentially 75 parcels affected.
- Perform right-of-way revisions as required for acquisition.

Final Plans

- Latest GDOT Final Field Plan Review (FFPR) Checklist Items
- Prepare FFPR plans, specification and cost estimates for review by GDOT/City of Cartersville based on comments received from PFPR and any right of way revisions.
- Attend FFPR with GDOT/City of Cartersville.
- Final Plan Engineers Construction cost estimate.

Design Phase	Roadway Design	MS4	Environmental	Survey	Sub to SEI	Summary	Deliverable
Concept Development	\$ 20,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	Approved Limited Scope Concept Report
Database Preparation	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 21,500.00	\$ 61,500.00	Approved GDOT Survey Database
Environmental Document	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 55,000.00	\$ 85,000.00	Approved Categorical Exclusion (CE)
Preliminary Plans	\$ 50,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 70,000.00	Approved Preliminary Field Plan Review (PFPR) Responses
Right of Way	\$ 25,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 35,000.00	Approved Right of Way Plans
Final Plans	\$ 40,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	Approved Final Field Plan Review (FFPR) Responses
Public Involvement	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	Public Information Open House (PIOH) with Responses
	\$ 145,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 76,500.00	\$ 331,500.00	



City of Cartersville

P U B L I C W O R K S

Memorandum for Record

Subject: Evaluation of Candidate Firms for Project : Grassdale Road Sidewalk Improvements

Candidate firms were evaluated for professional engineering services.
Selection Board was composed of following members:

David Hardegree, City Planner
Connor Hooper, Assistant City Planner
Wade Wilson, P.E., City Engineer

The following firms submitted statements of qualifications in response to a solicitation published on the city webpage on January 24, 2019 and on the Georgia Procurement Registry from January 24, 2019 to February 28, 2019:

W&A Engineering
Freese & Nichols
Southeastern Engineering
Croy Engineering
Keck and Wood
EXP US Services
Peoples and Quigley

Candidate **firms** were initially scored against four weighted evaluation criteria as follows:

- 1) Professional Qualifications—specialized experience and technical competence in the type of work required. Georgia DOT Prequalification(s) will be considered in evaluating candidate firms. – **25%**
- 2) Professional capacity (e.g. present workload) and availability of staff with required disciplines to accomplish the work. Individual qualifications of the project manager to be used on this project as well as work experience, schedule, and availability of the project team members will be considered. – **25%**
- 3) Past experience and performance on contracts with local governments performing TAP projects similar in scope. – **25%**
- 4) Mobility and Proximity of the firm to City of Cartersville. – **25%**



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

P.O. Box 1390 • 330 South Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5602 • Fax: 770-387-5697 • www.cityofcartersville.org

Item # 10



Following are the results of aggregate board scoring (selection sheet is attached):

Firm	SOQ Scores		Interview Scores	Combo Score	Combo Rank
W&A Engineering	63		0	63	7
Freese & Nichols	73		0	73	5
Southeastern Engineering	105	*	27	132	1
Croy Engineering	110	*	21	131	2
Keck and Wood	97		0	97	3
EXP US Services	71		0	71	6
Peoples and Quigley	84		0	84	4

*Selected for interview

After careful consideration of firms and subsequent interviews of the top two candidates, the selection board considers Southeastern Engineering, Inc. as the best qualified. In the board's judgment, Southeastern Engineering has assembled a project team with the qualifications, experience, capacity and proximity best suited for successful project delivery and recommends initiation of fee negotiations accordingly.

Sincerely,



Wade Wilson, P.E.
City of Cartersville

CC: David Hardegree, City Planner
Connor Hooper, Assistant City Planner
Thomas Sanders, P.E., Public Works Director

Connor Hooper, Assistant City Planner Firm	GDOT Pre- Qualified		Criteria 1 Qual	Criteria 2 Capacity	Criteria 3 Exp	Criteria 4 Location	Total Score
W&A Engineering			9	10	7	5	31
Freese & Nichols			9	8	5	6	28
Southeastern Engineering			10	9	10	7	36
Croy Engineering			10	10	10	10	40
Keck and Wood			10	10	10	7	37
EXP US Services			8	10	6	6	30
Peoples and Quigley			8	10	7	10	35

David Hardegree, City Planner Firm	GDOT Pre- Qualified		Criteria 1	Criteria 2	Criteria 3	Criteria 4	Total Score
W&A Engineering	Y		3	6	0	0	9
Freese & Nichols	Y		4	8	0	10	22
Southeastern Engineering	Y		10	10	10	10	40
Croy Engineering	Y		10	10	10	10	40
Keck and Wood	Y		10	8	10	8	36
EXP US Services	Y		6	4	0	8	18
Peoples and Quigley	Y		7	6	0	10	23

			Qualifications	Capacity	Experienc	Proximity	
Wade Wilson, City Engineer	GDOT Pre- Qualified		Criteria 1	Criteria 2	Criteria 3	Criteria 4	Total Score
W&A Engineering	?		6	6	6	5	23
Freese & Nichols	?		5	7	5	6	23
Southeastern Engineering	Y		8	7	7	7	29
Croy Engineering	Y		8	7	6	9	30
Keck and Wood	Y		5	7	7	5	24
EXP US Services	Y		5	6	6	6	23
Peoples and Quigley	?		7	6	3	10	26

Firm	GDOT Pre- Qualified		Combo Scores
W&A Engineering	Y		63
Freese & Nichols	Y		73
Southeastern Engineering	Y		105
Croy Engineering	Y		110
Keck and Wood	Y		97
EXP US Services	Y		71
Peoples and Quigley	Y		84

Invterview
Interview

Interview Score	Total Scores
	63
	73
27	132
21	131
	97
	71
	84

Combo Rank

1
2

Item # 10

Firm	David Hardegree	Connor Hooper	Wade Wilson	Interview Score
W&A Engineering				0
Freese & Nichols				0
Southeastern Engineering	9	9	9	27
Croy Engineering	8	7	6	21
Keck and Wood				0
EXP US Services				0
Peoples and Quigley				0

Interview point total is between 0-10 points per committee member.
Interview points based on addressing qualifications of work.

*Firms with 0 points were not selected for an interview.



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

TargetSolutions Online Training Platform Agreement

SubCategory:	Contracts/Agreements
Department Name:	Fire Department
Department Summary Recommendation:	Respectfully request approval to purchase a new online training platform and records management system. Our firefighters are required to have a minimum of 240 hours of education per year, plus other in-service education to keep up certifications in Hazardous Materials, Emergency Medical Technician and origin and cause investigations. This system will be a new digital component to our training and education platform that will allow better management of records for recertification, individual progress meeting and exceeding the requirements of Georgia Firefighters Standards and Training Council, Georgia Department of Public Health EMS Division and ISO. It is web based and students will log in and participate in virtual classrooms that are created, controlled and directed by our training staff along with courses from across the nation. We feel this type of learning environment will have a higher degree of success with younger firefighters over a typical classroom setting. This program will not replace our very successful current training programs, but will supplement and add a new dimension. This is a budgeted project in the FY 19-20 budget. We are asking for approval of the expenditure of \$6002.00 payable to Target Solutions and authorization for our Mayor to sign and execute the agreement.
City Manager's Remarks:	Your approval of the purchase of the training platform and agreement is recommended.
Financial/Budget Certification:	
Legal:	This agreement has been reviewed by legal and all recommended changes have been updated in the agreement.
Associated Information:	N/A



Schedule A

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in the Agreement; 2) agreeing you have read and accept the Client Agreement and License Terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<https://targetsolutions.com/clients/client-resources/>

Date: 06-20-2019

Pricing Valid for 30 days.

Client Information

Client Name: Cartersville Fire Department	
Address: PO Box 1390 Cartersville, Georgia 30120	
Primary Contact Name: Ronnie Cowart	Primary Contact Phone: (770) 387-5635

Terms

Effective Date: 07-03-2019	Initial Term (months): 12
--------------------------------------	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Ronnie Cowart			
Billing Address: PO Box 1390 Cartersville, Georgia 30120		Billing Phone: (770) 387-5635	
Billing Email: rcowart@cityofcartersville.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Online Training Platform License

Product	Description	Quantity (# of Users)	Unit Price Per User	Total
TargetSolutions Implementation Investment	\$1,500.00 Waived till 07/03/2019	1	\$0.00	\$0.00
TargetSolutions Premier Membership Platform	Fire, EMS, OSHA, Driver Training and HR Courses	63	\$89.00	\$5,607.00
TargetSolutions Maintenance Fee		1	\$395.00	\$395.00
Total:				\$6,002.00

Grand Total (including Implementation & Training):

\$6,002.00

Item # 11

Rev P

HST Number: 807150412RT0001



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month.

With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. If Client chooses to participate by uploading its information to the Community Resources website Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term") unless sooner terminated as described herein. Upon expiration of the Initial Term, this agreement shall automatically renew for not more than five (5) successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may

remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2 Client may terminate this Agreement for its convenience within thirty (30) days following the date a newly elected City Council is sworn in to office provided that in the event of such termination, the Client will not be entitled to a refund of any fee already paid to TSL.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3 WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8 Immigration Compliance. During the entire duration of this Agreement, TSL 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. TSL 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. TSL 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).

7.10. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Cartersville Fire Department

PO Box 1390

Cartersville, GA 30120

By: _____

By: _____

Printed Name: Phil Coons

Printed Name: Matt Santini

Title: Vp Of Sales

Title: Mayor

Date: _____

Date: _____



City of Cartersville

City Council Meeting
7/2/2019 7:00:00 PM
Workers Compensation TPA Agreement

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Since July 20, 2007, the city has been self-insured with a high deductible for workers compensation coverage. This means that the city pays the first dollar of every workers' compensation claim up to \$500,000. Through the promotion of a safe work environment and city departments conducting safety training meetings, the city has had low insurance claims. As part of being self-insured the city hires a third-party administrator to process workers compensation claims for us. This service has been provided through USIS and the proposed contract amount for FY 2019-20 is \$10,147.50 and is recommended for your approval.
City Manager's Remarks:	Your approval of the workers compensation agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**CONTRACT FOR SERVICES
BETWEEN
USIS, INC.
AND
CITY OF CARTERSVILLE**

In consideration of the mutual covenants herein contained, **USIS, INC.** hereinafter referred to as the **COMPANY**, does hereby contract and agree with the **CITY OF CARTERSVILLE**, hereinafter referred to as the **EMPLOYER**, as follows:

Item # 12

- I. This agreement shall take effect July 1, 2019, and shall continue for a one (1) year period, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** with ninety (90) days written notice, and the **EMPLOYER** with sixty (60) days written notice.
- II. All services rendered by the **COMPANY** will fully comply with the rules established by regulatory authorities, including the Immigration Reform Compliance Requirement, which states that during the entire duration of this contract, USIS will remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50 36-1. The **COMPANY** will perform all services specified herein, including but not limited to the following: Administrative Services, Claims Services, and Data Management Services.

A. **ADMINISTRATIVE SERVICES**

1. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers. Reports will only be filed upon approval of the **EMPLOYER**.
2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date. Reports will only be filed upon approval of the **EMPLOYER**.

B. **CLAIMS SERVICES**

1. Establish reporting procedures which are compatible with the needs of the **EMPLOYER**.
2. Provide necessary forms and instructions for use.

3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.
4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.
5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.
6. Employ outside professionals such as private detectives, expert witnesses, field claim adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.
7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.
8. Subject to approval by the **EMPLOYER**, the **COMPANY** will adjust and settle all reported claims. Payment of claims will follow city ordinance guidelines and the City Council will approve claims that exceed dollar thresholds as stated in the ordinance. Such settlement is to include preparation and execution of all necessary compromise and release agreements.
9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.
10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.
11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee claim in order to bring to an amicable conclusion.
12. Provide **EMPLOYER** with narrative status reports of major or litigated claims.
13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited

physical abilities arising from covered injuries, at the expense of the **EMPLOYER**.

14. In coordination with **EMPLOYER**, maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.
15. The **EMPLOYER** will establish a checking account with its bank, will complete monthly bank reconciliations and pay normal bank account related expenses regarding the checking account(s).
16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **EMPLOYER** subject to prior approval by and consultation with the **EMPLOYER**.

C. **DATA MANAGEMENT SERVICES** - Provide **EMPLOYER**' s Liability Claims Reports monthly with the following individual claim details:

1. Claimant's name and social security number
2. Date of injury or loss
3. Nature of injury or loss
4. Description of accident
5. Payments to date
6. Reserves for future payments
7. Allocated claims expense paid-to-date
8. Reserve for future allocated claims expense

D. **WORKING LOSS FUND RECONCILIATION** - Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.
2. Report will show:
 - a. Balance of fund at inception
 - b. Total disbursement by date and claimant

- c. Balance of fund at close
- d. Amount of reimbursement required

III. WORKERS COMPENSATION CLAIM SERVICES:

A. Service fees will be charged at a flat rate of \$10,147.50 for the twelve (12) month period.

- 1. PPO Access shall be 25% of contracted savings

IV. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue for a period of ninety (90) days after the expiration of the contract period. All reports required by regulatory authorities will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** include full consideration for all such continuing obligations.

Item # 12

V. INDEPENDENT CONTRACTOR:

COMPANY shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **COMPANY** or any of its agents or employees to be the agent, employee, or representative of **EMPLOYER**.

VI. INSURANCE:

The **COMPANY** shall maintain professional liability insurance in an amount of not less than \$1,000,000 to cover damages resulting from errors or omissions of the **COMPANY**. Such coverage shall be maintained for a minimum of two years after completion of the services provided hereunder and shall provide **EMPLOYER** with certificates of insurance to evidence such coverage during this Agreement and as requested in writing by **EMPLOYER** for two years following this Agreement's termination.

VII. INDEMNIFICATION:

COMPANY shall indemnify, defend and hold harmless the **EMPLOYER** and its affiliates, officers, directors, agents and employees from an against any and all third party

claims, losses, liabilities, damages, costs, penalties, fines, interest and expenses, including reasonable attorney's fees (a "Loss"), to the extent arising from or caused in whole or in part by any breach of this Agreement or negligent act or omission by the **COMPANY** or its officers, agents, or employees. If there is a breach or negligence on the part of the **EMPLOYER**, such indemnification shall be partial and provided only to the extent of the comparative fault of the **COMPANY**.

Notwithstanding the foregoing, USIS shall have no liability under this provision for any act or omission taken by it in accordance with the written instructions of the City of Cartersville. This provision shall survive termination of this Agreement.

VII. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the **EMPLOYER**.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

Item # 12

CITY OF CARTERSVILLE

By:

Signature

Attest: Meredith Ulmer, City Clerk

Mayor

Title

Date

USIS, INC.

By:



Signature



Witness Signature

Executive Vice President

Title

5/31/19

Date



City of Cartersville

City Council Meeting
7/2/2019 7:00:00 PM
D&C Restock – 2019_3

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Distribution and Collection Division requested bids on 2-inch meter setters and meter adapters. Bids were submitted by the following: Core & Main \$5,517.00 Ferguson Waterworks \$5,543.67 Fortiline Waterworks \$5,628.00 I recommend approval of the Core & Main bid in the amount of \$5,517.00. This is a budgeted item.
City Manager's Remarks:	This is for the purchase of a 2-inch meter setters and meter adapters. This is a budgeted purchase. Your approval of the bid from Core and Main for \$5,517.00 is recommended.
Financial/Budget Certification:	This purchase will run through account 505.3320.52.2390 Maintenance to Meters and Settings.
Legal:	
Associated Information:	

6/19/2019

STOCK 6-19-2019_1257_PM



Bid Proposal for STOCK

CARTERSVILLE, CITY OF
Bid Date: 06/19/2019 01:00 p.m.
Core & Main 972236
Core & Main

2111 Moon Station Dr

Kennesaw, GA 30144

Phone: 770-423-0583
Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	3	VBB77-15HB-11-77-NL	EA	1,415.00	4,245.00
20	6	A67-NL	EA	212.00	1,272.00
				Sub Total	5,517.00
				Tax	0.00
				Total	5,517.00

Branch Terms:

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



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

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

Deliver To:
From: David Bryan
Comments:

13:26:00 JUN 13 2019

Page 1 of 1

FEL-GEORGIA WATERWORKS #554

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

Bid No: B458562
Bid Date: 06/13/19
Quoted By: DLB

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

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

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

Cust PO#:**Job Name:** SETTER

Item	Description	Quantity	Net Price	UM	Total
FVBB7715HB1177NL	LF 15 FIP X FIP MTR SETTER WHI BYP	3	1422.830	EA	4268.49
FA67NL	LF 1-1/2X2 FLG MTR ADPT PR	6	212.530	EA	1275.18
Net Total:					\$5543.67
Tax:					\$0.00
Freight:					\$0.00
Total:					\$5543.67

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

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

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

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

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to
complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=407&on=26356>

Item # 13

QUOTE



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

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	5862733	6/13/19	1

CUSTOMER	PROJECT INFORMATION
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120	2" METER SETTER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	3	EA	2" METER SETTER 2"X17.5" METER SETTER NO LEAD	1,450.0000	4,350.00
50	6	EA	2 X 1-1/2 METER ADAPTER 1-1/2X2 METER ADAPTER W/KIT NO LEAD 710J67KIT	213.0000	1,278.00
				Subtotal:	5,628.00
				Tax:	.00
				Bid Total:	5,628.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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

Item # 18



City of Cartersville

City Council Meeting

7/2/2019 7:00:00 PM

Center Road Sewer Replacement Project – Final Adjustment Change Order

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	On January 19, 2017, Council approved the Wade Coots Company, Inc. bid in the amount of \$849,005.00 to construct the Center Road Sewer Replacement project. The project was completed in June of this year. Change Order No. 1 for this project represents a \$26,831.20 addition to the original project which covered emergency work required to repair and relocate an unforeseen 8-inch water main that was broken during excavation for the sewer installation. Change Order No. 2 is the final adjustment change order to the project and reflects unused work item quantities set up in the original contract. This change order reduces the final project cost by \$96,357.79. This change order combined with the increase from Change Order No.1 reflects an overall decrease of \$69,526.59 to the original contract bringing the final adjusted contract amount to \$779,478.41. I recommend approval of this change order.
City Manager's Remarks:	As mentioned above, this reflects an overall project decrease of \$69,526.59 to the original contract. The final adjusted contract amount is now \$779,478.41. Your approval of this change order is recommended.
Financial/Budget Certification:	This project has been paid for from capacity fees.
Legal:	
Associated Information:	

Change Order

No. 2

Date of Issuance: _____ Effective Date: **June 21, 2019**

Project: **CENTER ROAD SANITARY SEWER REPLACEMENT**

Owner: **CITY OF CARTERSVILLE, GA**

Owner's Contract No.: **505.3320.54.3381**

Contract: **DIVISION I**

Date of Contract: **APRIL 12, 2018**

Contractor: **WADE COOTS COMPANY, INC.**

Engineer's Project No.: **338-106**

The Contract Documents are modified as follows upon execution of this Change Order:

Final "wrap-up" Change Order to account for final quantities actually installed and approved.

Item # 14

Attachments (list documents supporting change):

Contractor's spreadsheet of final unit quantities and unit costs, 3 pages.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 849,005.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. N/A to No. N/A:

\$ 26,831.20

Contract Price prior to this Change Order:

\$ 875,836.20

[~~Increase~~] Decrease of this Change Order:

\$ 96,357.79

Contract Price incorporating this Change Order:

\$ 779,478.41

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 130

Ready for final payment (days or date): 170

[Increase] [~~Decrease~~] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 130

Ready for final payment (days or date): 170

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 76

Ready for final payment (days or date): 205

Contract Times with all approved Change Orders:

Substantial completion (days or date): 206

Ready for final payment (days or date): 375

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/24/19

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 6-24-19

Center Rd Final Pay Values Pay App 8

Pg. 2 of 3

ITEM	DESCRIPTION	UNIT	EST. QTY	Original Contract		Previous Period		Current Period		Total Contract	
				UNIT PRICE	BID ITEM PRICE	QTY	BID ITEM PRICE	QTY	BID ITEM PRICE	QTY	BID ITEM PRICE
Center Rd											
1	Mobilization 3%	Ls	1	\$ 24,000.00	\$ 24,000.00	1	\$ 24,000.00		\$ -	1	\$ 24,000.00
2	Clearing	Ls	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00		\$ -	1	\$ 12,000.00
3	Erosion Control	Ls	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	\$ 10,000.00
4	Type A Silt Fence	Lf	650	\$ 2.00	\$ 1,300.00		\$ -		\$ -	0	\$ -
5	Temp matting if required	Sy	100	\$ 6.00	\$ 600.00		\$ -		\$ -	0	\$ -
6	Type C Double Row	Lf	100	\$ 10.00	\$ 1,000.00	206	\$ 2,060.00		\$ -	206	\$ 2,060.00
7	Type 3 Stone Rip Rap	Sy	20	\$ 75.00	\$ 1,500.00		\$ -		\$ -	0	\$ -
8	Temp CO	Ea	2	\$ 1,400.00	\$ 2,800.00	2	\$ 2,800.00		\$ -	2	\$ 2,800.00
9	Final Grassing	Lf	600	\$ 8.00	\$ 4,800.00	600	\$ 4,800.00		\$ -	600	\$ 4,800.00
10	4" PVC Lateral w/ fittings	Lf	20	\$ 60.00	\$ 1,200.00	28	\$ 1,680.00		\$ -	28	\$ 1,680.00
11	6" PVC Lateral w/ fittings	Lf	170	\$ 65.00	\$ 11,050.00	132.5	\$ 8,612.50		\$ -	132.5	\$ 8,612.50
12	8" PVC 6-8	Lf	60	\$ 70.00	\$ 4,200.00	42	\$ 2,940.00		\$ -	42	\$ 2,940.00
13	21" PVC 8-10	Lf	10	\$ 125.00	\$ 1,250.00	31	\$ 3,875.00		\$ -	31	\$ 3,875.00
14	24" PVC 0-10	Lf	150	\$ 165.00	\$ 24,750.00	7	\$ 1,155.00		\$ -	7	\$ 1,155.00
15	24" PVC 10-12	Lf	450	\$ 170.00	\$ 76,500.00	474	\$ 80,580.00		\$ -	474	\$ 80,580.00
16	24" PVC 12-14	Lf	70	\$ 180.00	\$ 12,600.00	29	\$ 5,220.00		\$ -	29	\$ 5,220.00
17	24" DIP 0-10	Lf	70	\$ 240.00	\$ 16,800.00	36.5	\$ 8,760.00		\$ -	36.5	\$ 8,760.00
18	24" DIP 10-12	Lf	270	\$ 250.00	\$ 67,500.00	315	\$ 78,750.00		\$ -	315	\$ 78,750.00
19	24" DIP 12-14	Lf	270	\$ 265.00	\$ 71,550.00	176	\$ 46,640.00		\$ -	176	\$ 46,640.00
20	24" DIP 14-16	Lf	170	\$ 275.00	\$ 46,750.00	269	\$ 73,975.00		\$ -	269	\$ 73,975.00
21	24" DIP 16-18	Lf	20	\$ 300.00	\$ 6,000.00		\$ -		\$ -	0	\$ -
22	60" MH (8-10)	Ea	3	\$ 6,500.00	\$ 19,500.00	1	\$ 6,500.00		\$ -	1	\$ 6,500.00
23	60" MH (10-12)	Ea	7	\$ 7,000.00	\$ 49,000.00	9	\$ 63,000.00		\$ -	9	\$ 63,000.00
24	60" MH (12-14)	Ea	3	\$ 8,000.00	\$ 24,000.00	3	\$ 24,000.00		\$ -	3	\$ 24,000.00
25	60" MH (14-16)	Ea	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00		\$ -	1	\$ 9,000.00
26	60" MH (16-18)	Ea	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00		\$ -	1	\$ 10,000.00
27	48" MH (0-6)	Ea	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00		\$ -	1	\$ 3,500.00

Item # 14

ITEM	DESCRIPTION	UNIT	EST. QTY	Original Contract		Previous Period		Current Period		Total Contract	
				UNIT PRICE	BID ITEM PRICE	QTY	BID ITEM PRICE	QTY	BID ITEM PRICE	QTY	BID ITEM PRICE
28	Standard R&C	Ea	11	\$ 300.00	\$ 3,300.00	11	\$ 3,300.00		\$ -	11	\$ 3,300.00
29	Bottdown R&C	Ea	5	\$ 550.00	\$ 2,750.00	3	\$ 1,650.00		\$ -	3	\$ 1,650.00
30	Creekcrossing	Lf	45	\$ 475.00	\$ 21,375.00	45	\$ 21,375.00		\$ -	45	\$ 21,375.00
31	Connect to MH 8"	EA	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00		\$ -	2	\$ 3,000.00
32	Connect to 6" Lateral to MH	EA	5	\$ 1,300.00	\$ 6,500.00	6	\$ 7,800.00		\$ -	6	\$ 7,800.00
33	24" x 6" MJ Tee	Ea	2	\$ 3,400.00	\$ 6,800.00	3	\$ 10,200.00		\$ -	3	\$ 10,200.00
34	24" x 6" PVC Tee	Ls	3	\$ 3,400.00	\$ 10,200.00	1	\$ 3,400.00		\$ -	1	\$ 3,400.00
35	Clean out assy	Ea	10	\$ 1,000.00	\$ 10,000.00	10	\$ 10,000.00		\$ -	10	\$ 10,000.00
36	Cut & Plug 20" Sewer	Ea	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00		\$ -	1	\$ 2,200.00
37	Cut & Plug 10" Sewer	Ea	3	\$ 1,600.00	\$ 4,800.00	3	\$ 4,800.00		\$ -	3	\$ 4,800.00
38	Remove MH	Ea	7	\$ 2,000.00	\$ 14,000.00	7	\$ 14,000.00		\$ -	7	\$ 14,000.00
39	Abandon MH in Place	Ea	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ -	1	\$ 2,500.00
40	Trench Patch Parking Lots	Lf	450	\$ 80.00	\$ 36,000.00	298	\$ 23,840.00		\$ -	298	\$ 23,840.00
41	Trench patch Roadway	Lf	300	\$ 85.00	\$ 25,500.00	101	\$ 8,585.00		\$ -	101	\$ 8,585.00
42	Curb and Gutter	Lf	400	\$ 35.00	\$ 14,000.00	307	\$ 10,745.00		\$ -	307	\$ 10,745.00
43	Concrete Encasement	Cy	20	\$ 400.00	\$ 8,000.00		\$ -		\$ -	0	\$ -
44	Sidewalk Replacement	Sy	50	\$ 40.00	\$ 2,000.00		\$ -		\$ -	0	\$ -
45	Special Rest (6+23-9+44)	Ls	1	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00		\$ -	1	\$ 100,000.00
46	Rock Excavation	Cy	500	\$ 60.00	\$ 30,000.00		\$ -		\$ -	0	\$ -
47	Relocate 3/4" Meter	Ea	2	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00		\$ -	2	\$ 1,500.00
48	3/4" or 1" Copper	Lf	60	\$ 20.00	\$ 1,200.00	23	\$ 460.00		\$ -	23	\$ 460.00
49	2" PVC water	Lf	400	\$ 25.00	\$ 10,000.00		\$ -		\$ -	0	\$ -
50	Reconnect Water Meter	Ea	2	\$ 240.00	\$ 480.00	2	\$ 480.00		\$ -	2	\$ 480.00
51	18" RCP	Lf	100	\$ 85.00	\$ 8,500.00	74	\$ 6,290.00		\$ -	74	\$ 6,290.00
52	15" RCP	Lf	150	\$ 75.00	\$ 11,250.00	32	\$ 2,400.00		\$ -	32	\$ 2,400.00
53	Pressure Test Ex Pipe	Ls		\$ 2,805.00	\$ -	1	\$ 2,805.00		\$ -	1	\$ 2,805.00
*	All Pipeline TV Invoice Plus 10%	Ls		\$ 4,908.26	\$ -		\$ -	1	\$ 4,908.26	1	\$ 4,908.26
*	Extra Stone backfill for unsuitab	Ls		\$ 28.00	\$ -		\$ -		\$ -	0	\$ -
CO1	Change Order Number 1	Ls		\$ 26,831.20	\$ -	1	\$ 26,831.20		\$ -	1	\$ 26,831.20

Item # 14

CO2	Change Order Number 2	Ls		\$	4,600.00	\$		0.43478	\$	2,000.00		\$	0.434783	\$	2,000.00
CO2	Extra Concrete w/ subbase	Sy		\$	65.00	\$		316.33	\$	20,561.45		\$	316.33	\$	20,561.45
	Subtotal									774,570.15					779,478.41
	Retainage Draw	Ls		\$	77,457.01						1	\$	77,457.01	\$	77,457.01
	Retainage	Ls	10%						\$	(77,457.01)				\$	(77,457.01)
Total Pay Value:															
				\$	849,005.00				\$	597,113.13		\$	82,365.27	\$	779,478.41

Change Order

No. 1

Date of Issuance: _____ Effective Date: August 16, 2018

Project: CENTER ROAD SANITARY SEWER REPLACEMENT	Owner: CITY OF CARTERSVILLE, GA	Owner's Contract No.: 505.3320.54.3381
Contract: DIVISION I		Date of Contract: APRIL 12, 2018
Contractor: WADE COOTS COMPANY, INC.		Engineer's Project No.: 338-106

The Contract Documents are modified as follows upon execution of this Change Order:

Emergency Work required when unforeseen 8" water main was encountered and broken by excavation for sewer installation.

Attachments (list documents supporting change):

Contractor's spreadsheet of unit quantities and unit costs, 1 page.

Item # 14

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 849,005.00

[Increase] [Decrease] from previously approved
Change Orders No. N/A to No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 849,005.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 26,831.20

Contract Price incorporating this Change Order:

\$ 875,836.20

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 130

Ready for final payment (days or date): 170

[Increase] [Decrease] from previously approved Change Orders
No. N/A to No. N/A:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 130

Ready for final payment (days or date): 170

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 130

Ready for final payment (days or date): 170

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/24/18

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 6-24-18

Change Order # 1 for 8" Valve Cut Ins

Project Name: Center Rd Water Valve Cut Ins Project No. _____

Contractor: Wade Coots Company, Inc. Address 174 Duncan Circle, Hiram, Georgia 30141

Final Estimate No. 1 for Period _____ to _____

1. Cost of Work Completed to Date Under Original Contract Only

I. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY										
CCWS ITEM NO.		DESCRIPTION OF ITEM 2	Preliminary Estimate			COMPLETE THIS PERIOD		COMPLETE TO DATE		
			QUAN. 3	UNIT 4	COST PER UNIT 4	TOTAL COST 5	QUAN. 6	TOTAL COST 7	QUAN. 8	TOTAL COST 9
1	1	8" Valve Cut Ins	2	Ea	\$2,300.00	\$4,600.00	2	\$4,600.00	2	\$4,600.00
	2	MJ Fittings	0.038	Tn	\$5,400.00	\$205.20	0.038	\$205.20	0.038	\$205.20
	3	8" Megalugs	6	Ea	\$86.00	\$516.00	6	\$516.00	6	\$516.00
	4	Thrust Collars	2	Ea	\$1,350.00	\$2,700.00	2	\$2,700.00	2	\$2,700.00
	5	57 Stone	75	Tn	\$28.00	\$2,100.00	75	\$2,100.00	75	\$2,100.00
	6	Flagman	103	Hr	\$30.00	\$3,090.00	103	\$3,090.00	103	\$3,090.00
		Aug 16th Water Break								
	1	Crew Hours for Repair	8	Hr	\$220.00	\$1,760.00	8	\$1,760.00	8	\$1,760.00
	2	Tack Hoe	8	Hr	\$210.00	\$1,680.00	8	\$1,680.00	8	\$1,680.00
	1	Crew Hours Down Time	8	Hr	\$220.00	\$1,760.00	8	\$1,760.00	8	\$1,760.00
		2nd Water Conflict								
	1	8" DIP Water	20	Lf	\$44.00	\$880.00	20	\$880.00	20	\$880.00
	2	MJ Fittings	0.2	Tn	\$5,400.00	\$1,080.00	0.2	\$1,080.00	0.2	\$1,080.00
	3	8" Megalugs	10	Ea	\$86.00	\$860.00	10	\$860.00	10	\$860.00
	4	8" Cut In Connection	2	Ea	\$2,000.00	\$4,000.00	2	\$4,000.00	2	\$4,000.00
	5	Thrust Blocking	4	Cy	\$400.00	\$1,600.00	4	\$1,600.00	4	\$1,600.00
TOTAL OF COST COLUMNS						\$26,831.20		\$26,831.20		\$26,831.20