



# City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120  
Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://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 – 5/2/2019  
**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. April 18, 2019 (Pages 1 - 5)

[Attachments](#)

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#### **B. Commendation/Recognition**

1. 2020 Teachers of the Year (Pages 6 - 10)

[Attachments](#)

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#### **C. Proclamations**

1. Mr. Ken MacKenzie, Cartersville Middle School (Pages 11 - 12)

[Attachments](#)

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

1. SU19-02: 128 Leake Street; Detached Garage with 2nd Floor Accessory Apartment (Pages 13 - 34)

[Attachments](#)

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#### **E. Bid Award/Purchases**

1. Demo for 44 Weaver Street (Pages 35 - 44)

[Attachments](#)

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## **F. First Reading of Ordinances**

1. Solid Waste Ordinance Revision (Pages 45 - 48)

[Attachments](#)

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## **G. Resolutions**

1. Taste of Cartersville Festival (Pages 49 - 50)

[Attachments](#)

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## **H. Bid Award/Purchases**

1. Tilt-N-Go Deck Trailer (Pages 51 - 53)

[Attachments](#)

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2. Electric Meter Testing Invoice (Pages 54 - 55)

[Attachments](#)

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3. Courtyard by Marriott - Primary Cable (Pages 56 - 57)

[Attachments](#)

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4. Phase Ranger (Pages 58 - 59)

[Attachments](#)

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5. WTP – Washwater Tank Design (Pages 60 - 63)

[Attachments](#)

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## **I. Contracts/Agreements**

1. Lease Agreement with DDA (Pages 64 - 75)

[Attachments](#)

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2. Proposal for Etowah Bush School to Sublease Depot (Pages 76 - 84)

[Attachments](#)

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## **J. Presentations**

1. Possible Tenant for 19 N Erwin Street (Page 85)

[Attachments](#)

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## **K. Contracts/Agreements**

1. City-Shelter Due Diligence Access Agreement (Pages 86 - 91)

[Attachments](#)

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**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

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**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**April 18, 2019**

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

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City Council Meeting  
 10 N. Public Square  
 April 18, 2019  
 6:00 P.M. – Work Session  
 7:00 P.M. – Council Meeting

## **I. Opening Meeting**

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp.

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

## **II. Regular Agenda**

### **A. Council Meeting Minutes**

#### **1. April 4, 2019**

A motion to approve the April 4, 2019 City Council Meeting Minutes as presented was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

### **B. Other**

#### **1. Swearing in Building Official: Charlie Waits**

Tamara Brock, City Manager stated that with David Dye's retirement, a new Building Official would need to be sworn in. Charlie Waits was officially sworn in as the Building Official by the Deputy City Clerk.

### **C. Public Hearing - 1st Reading of Zoning/Annexation Requests**

#### **1. SU19-02: 128 Leake Street; Detached Garage with 2nd floor Accessory Apartment**

Randy Mannino, Planning and Development Department Head stated the applicant and property owner wishes to construct a three bay detached garage with a one-bedroom accessory apartment for their personal use in the rear yard of the property. The structure will be located at the end of the driveway. The garage will be approximately 839sf. The accessory apartment will be constructed over the garage and will be approximately 642sf. Exterior stairs will provide

access to the apartment. Planning Commission recommends approval 5-0.

Mayor Santini opened the floor for a public hearing to anyone wishing to come forward to speak for or against the Special Use Permit. No one came forward and the hearing was closed.

## **D. Change Order**

### **1. Douthit Ferry Road Widening Design**

Tommy Sanders, Public Works Department Head stated that Southland Engineering has requested a Change Order on the GDOT Project 0007494 Bartow – Douthit Ferry Road. The Project Framework Agreement through GDOT uses Local funds for Preliminary Engineering and Federal and State funds for construction. The not to exceed requested amount for this change order is \$92,095.29. Mr. Sanders recommended approval of the change order.

A motion to approve the Douthit Ferry Road Widening Design Change Order was made by Council Member Wren and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

## **E. Bid Award/Purchases**

### **1. 750kVA Transformer**

Derek Hampton, Electric Department Head stated that the Electric Department is requesting authorization to purchase a 750kVA transformer. This transformer will be needed to provide electric service to the new Marriott Courtyard Hotel by the Clarence Brown Conference Center. Bids were requested on the State's procurement website, and received six responses. The unit submitted by Gresco had the lowest purchasing and total ownership cost. Mr. Hampton recommended approval to purchase the replacement transformer from Gresco for \$25,696.00.

A motion to approve the purchase of the 750kVA Transformer was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote 6-0.

### **2. Outdoor Lighting - Courtyard Marriott**

Mr. Hampton stated that the Electric Department is requesting authorization to purchase the outdoor lighting required for the new Courtyard Marriott being constructed next to the Clarence Brown Conference Center. They received bids from six vendors through the GA Procurement website. Irby Co. was the only bid that met the specs for the lighting, poles, and tax exemption. Mr. Hampton recommended approval to purchase the outdoor lighting and poles through the Irby Co. for \$18,668.00. The customer has already paid a contribution of \$6,000.00 toward the purchase of the lighting, as per ordinance. The net expense to the City will be the balance of \$12,668.00.

A motion to approve the outdoor lighting for Courtyard Marriot was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

### **3. Roof for Train Depot**

Dan Porta stated that bids were posted for the cost to replace the existing roof of the DDA Train Depot and an alternative proposal to remove the two chimneys on this building. The two chimneys are not functioning and due to the age of the brick there are leaks in the building during heavy rain storms. Mr. Porta recommended to remove the chimneys to eliminate further problems for the city in the future. Based on the bids received, the two lowest and complete bid packages were as follows:

Roof Replacement Only - Mr. Roofer of Atlanta \$14,484.00

Roof Replacement and Removal of Two Chimneys - Affordable Remodeling & Roofing - \$16,610.00

A motion to approve the roof replacement and removal of two chimneys - by Affordable Remodeling & Roofing - \$16,610.00 was made by Council Member Roth and seconded by Council Member Fox Motion carried unanimously. Vote 6-0.

### **4. Travelers Insurance Deductible Invoice**

Mr. Porta stated that the City has received an invoice from our insurance carrier, Travelers Insurance, for several claims where our deductible has not been met. The total amount of the deductible due at this time on these claims is \$8,233.65. Mr. Porta recommended approval of the deductible payment. This is a budgeted item.

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

### **5. NCI Main Street Conduit Installation**

Mr. Porta stated that the Fiber Department has received a contract from a customer who is interested in fiber services off of Powersports Circle near Main Street and I-75. The proposal from NCI to install the conduit under Main Street was \$4,048 with an additional cost if they hit rock. During the installation, NCI did hit rock, so the cost increased by \$1,995 to a total of \$6,043. The new customer that fiber will be serving agreed to pay a \$4,000 installation fee, so the net cost to the city is \$2,043 to NCI. Mr. Porta recommended approval of the work from NCI. This is a budgeted item for a new customer that fiber will be serving.

A motion to approve the NCI Main Street conduit installation was made by Council Member Hodge and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0.

## **F. Contracts/Agreements**

## **1. Property & Casualty Insurance Broker Services**

Mr. Porta stated that the City issued a Request for Proposal of Broker Services for Property and Casualty Insurance. An Insurance Review Committee reviewed each proposal and interviewed the top three firms. The Insurance Review Committee recommended Watkins Insurance/APEX Insurance for broker services. Mr. Porta recommended approval of broker service with Watkins Insurance/APEX.

A motion to approve broker service with Watkins Insurance/APEX was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

## **G. Monthly Financial Statement**

### **1. February 2019 Financial Report**

Tom Rhinehart, Finance Department Head gave the monthly financial report comparing February 2018 to February 2019.

The Mayor announced The City will be closed April 19,2019 for Good Friday and wished everyone a Happy Easter.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 6-0.

## **Meeting Adjourned**

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:

/s/ \_\_\_\_\_  
Samantha Fincher  
Deputy City Clerk



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**2020 Teachers of the Year**

|                                           |                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Commendation/Recognition                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department Summary Recommendation:</b> | <p>The teachers that are scheduled to be recognized through Resolutions as the 2020 Teachers of the Year are:</p> <ul style="list-style-type: none"><li>• Tara Peters -- Cartersville Primary</li><li>• Christine McKinney -- Cartersville Elementary</li><li>• Chris McSwain -- Cartersville Middle School</li><li>• Debbie Justus -- Cartersville High School</li></ul> |
| <b>City Manager's Remarks:</b>            | <p>This is a ceremonial item that comes before Council every year. Your recognition of the school system's teachers of the year is part of this item. No vote is required by Council.</p>                                                                                                                                                                                 |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                           |



CITY of CARTERSVILLE

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*Resolution*

**CARTERSVILLE PRIMARY SCHOOL**

**TEACHER OF THE YEAR 2020**

**WHEREAS**, Tara Peters has been named Teacher of the Year at Cartersville Primary School for 2020, and

**WHEREAS**, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

**WHEREAS**, her leadership has provided a vital service for the children of Cartersville, and

**WHEREAS**, it is the desire of the City of Cartersville to honor this most valuable teacher.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2020 for Cartersville Primary School.

*In Witness whereof I have hereunto set  
my hand and caused this seal to be affixed*

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk



CITY of CARTERSVILLE  
*Resolution*

**CARTERSVILLE ELEMENTARY SCHOOL**

**TEACHER OF THE YEAR 2020**

**WHEREAS**, Christine McKinney has been named Teacher of the Year at Cartersville Elementary School for 2020, and

**WHEREAS**, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

**WHEREAS**, her leadership has provided a vital service for the children of Cartersville, and

**WHEREAS**, it is the desire of the City of Cartersville to honor this most valuable teacher.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2020 for Cartersville Elementary School.

*In Witness whereof I have hereunto set  
my hand and caused this seal to be affixed*

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ City Clerk



CITY of CARTERSVILLE  
*Resolution*

**CARTERSVILLE MIDDLE SCHOOL**

**TEACHER OF THE YEAR 2020**

**WHEREAS**, Chris McSwain has been named Teacher of the Year at Cartersville Middle School for 2020, and

**WHEREAS**, his personal dedication and sincere concern for quality education has made him an asset to the school system, and

**WHEREAS**, his leadership has provided a vital service for the children of Cartersville, and

**WHEREAS**, it is the desire of the City of Cartersville to honor this most valuable teacher.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Cartersville that because of his dedication and excellent performance of service that this means be taken to honor him for being selected Teacher of the Year 2020 for Cartersville Middle School.

*In Witness whereof I have hereunto set  
my hand and caused this seal to be affixed*

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk



CITY of CARTERSVILLE

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*Resolution*

**CARTERSVILLE HIGH SCHOOL**

**TEACHER OF THE YEAR 2020**

WHEREAS, Debbie Justus has been named Teacher of the Year at Cartersville High School for 2020; and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system; and

WHEREAS, her leadership has provided a vital service for the children of Cartersville; and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2020 for Cartersville High School.

*In Witness whereof I have hereunto set  
my hand and caused this seal to be affixed*

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ City Clerk



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Mr. Ken MacKenzie, Cartersville Middle School**

|                                           |                                                                                                                                                                                                               |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Proclamations                                                                                                                                                                                                 |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | Mr. Ken MacKenzie, Principal of Cartersville Middle School, is retiring after 46 years in education.                                                                                                          |
| <b>City Manager's Remarks:</b>            | This is a proclamation to recognize Mr. Ken MacKenzie. He is the Principal of Cartersville Middle School and is retiring after working in education for 46 years. No action is needed on the part of Council. |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                               |
| <b>Legal:</b>                             |                                                                                                                                                                                                               |
| <b>Associated Information:</b>            |                                                                                                                                                                                                               |



# CITY of CARTERSVILLE

## *Proclamation*

WHEREAS, Kenneth Duncan MacKenzie has faithfully and dutifully served Cartersville City Schools continuously since July 2009; and

WHEREAS, he has worked in education for forty-six years including thirty-one years as a school administrator; and

WHEREAS, he has provided inspiring and visionary leadership for the Cartersville School System in its purpose and mission throughout his tenure; and

WHEREAS, his genuine desire is always to do what is ethical and what is best for each student and their families; and

WHEREAS, he has worked tirelessly and passionately with parents and fellow educators to promote the education and general welfare of its boys and girls.

NOW, THEREFORE I, Matthew J. Santini, Mayor of the City of Cartersville, with perpetual honor and admiration, be it henceforth proclaimed that the City of Cartersville expresses its deepest appreciation to Mr. Ken MacKenzie for his service, dedication and leadership.

*In Witness whereof I have hereunto set my  
hand and caused this seal to be affixed*

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ City Clerk

May 3, 2018



# City of Cartersville

## City Council Meeting

5/2/2019 7:00:00 PM

SU19-02: 128 Leake Street; Detached Garage with 2nd Floor Accessory Apartment

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Public Hearing - 2nd Reading of Zoning/Annexation Requests                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Department Name:</b>                   | Planning and Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | The applicant and property owner wishes to construct a three (3) bay detached garage with a one (1) bedroom accessory apartment for their personal use in the rear yard of the property. The structure will be located at the end of the driveway. The garage will be approximately 839sf. The accessory apartment will be constructed over the garage and will be approximately 642sf. Exterior stairs will provide access to the apartment. Planning Commission recommends approval 5-0. |
| <b>City Manager's Remarks:</b>            | This owner wishes to construct a garage with a one bedroom apartment for personal use over the top of the garage. This is the second reading. Planning Commission did recommend approval.                                                                                                                                                                                                                                                                                                  |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## ***SPECIAL USE APPLICATION SYNOPSIS***

Petition Number(s): **SU19-02**

### ***APPLICANT INFORMATION AND PROPERTY DESCRIPTION***

Applicant: **Tom Wyant**  
 Representative: **Tom Wyant**  
 Property Owner: **Tom & Erika Wyant**  
 Property Location: **128 Leake Street (C002-0001-008)**  
 Access to the Property: **Leake Street**

#### ***Site Characteristics:***

Tract Size: Acres: **0.69** District: **4<sup>th</sup>** Section: **3rd** LL(S): **483**  
 Ward: **2** Council Member: **Jayce Stepp**

### ***LAND USE INFORMATION***

Current Zoning: **R-7 (Residential)**  
 Proposed Zoning: **R-7 (Residential)**  
 Proposed Use: **Detached Garage with 2<sup>nd</sup> floor Accessory Apartment**  
 Current Zoning of Adjacent Property:  
 North: **DBD (Downtown Business District)**  
 South: **R-7 (Residential)**  
 East: **R-7 (Residential)**  
 West: **R-7 (Residential)**

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

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

SU19-02

**2. City Department Comments:**

**Electric:** *The Cartersville Electric System does not object to this special use permit. The customer should be aware that the Cartersville Electric System may or may not be provide a separate electrical service to this structure, depending on whether it meets certain load and square footage requirements. If the customer desires a separate electrical service to this structure, they should schedule a meeting with one of our engineers by calling 770-387-5631 prior to construction.*

**Fibercomm:** *Takes no exception*

**Fire:** *If they are not reducing setbacks, CFD takes no exception to the Special Use request at 128 Leake St.*

**Gas:** *Takes no exception*

**Public Works:** *No comments received*

**Water and Sewer:** *No comments received*

**3. Public Comments:**

3-25-19: Russell Smith. 120 Leake St. General Inquiry.

**4. Special Use Review**

The applicant and property owner wishes to construct a three (3) bay detached garage and a one (1) bedroom accessory apartment for their personal use in the rear yard of the property. The structure will be located at the end of the driveway. The garage will be approximately 839sf.

The accessory apartment will be constructed over the garage and will be approximately 642sf. A 12' x 12' covered porch will also be constructed on the rear of the structure for the apartment. Exterior stairs will provide access to the apartment and covered porch.

Sufficient space exists in the rear yard to construct the accessory structure so that it meets all required setbacks. No buffers are required.

Should the SUP be approved, the HPC will review the project for compliance with historic district design standards.

SU19-02

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

SU19-02

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 adjoining streets because there will be no additional occupants inhabiting the property

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

**How Standard #2 has / will be met:** No off-street parking proposed

**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:** Not applicable

**Standard #5:** Outdoor lighting

**How Standard #5 has / will be met:** The structure will use traditional lighting fixtures to match existing home

**Standard #6:** Ingress and egress to the property.

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

SU19-02

**Standard #7:** Compatibility with surrounding land use.

**How Standard #7 has / will be met:** No negative impact on adjacent properties

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

**16.4.3 Apartment, accessory.**

A. *Allowable districts:* R-20, R-15, R-10, R-7, P-D, P-S, and M-U.

**Zoning = R7**

B. *Standards:*

1. No more than one (1) accessory apartment per lot shall be allowed.

**This is the first accessory apartment proposed for the property.**

2. A minimum lot size of ten thousand (10,000) square feet shall be required.

**Lot size is approx. 30,056 sf**

3. An accessory apartment shall not exceed six hundred fifty (650) square feet in gross floor area.

**Apartment is approximately 642sf.**

4. Kitchen facilities shall be allowed.

**Kitchen shown on plans.**

5. The detached garage structure accommodating such apartment shall not exceed the height of the principal building on the lot.

**Structure is illustrated as 2-stories with a planned height of approx. 22'-4". The existing structure is approximately 24' at the highest point.**

6. The detached garage structure accommodating such apartment shall meet the principal setbacks of the district.

**Structure to be located a min. 8ft from side yard property line.**

**Front and rear setbacks are 20ft. Side setback is 8ft.**

7. All parking areas shall be surfaced with an all-weather surface material.

**The Existing driveway is gravel and will be extended and refinished with gravel as needed to complete the project.**

8. Requires owner-occupancy of the principal building on the lot.

**Applicant/ owner will reside in the principal building.**

**8. Staff Recommendation:** No objection to the special use request as long as all city department comments are addressed.

**9. Planning Commission Recommendation:**

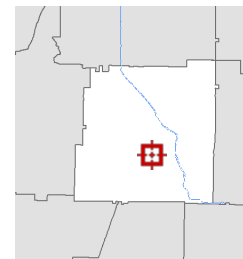
Recommends approval (5-0)



**qPublic.net™** Bartow County, GA



#### Overview



#### Legend

- Parcels
- Roads
- City Labels

**Parcel ID** C002-0001-008  
**Sec/Twp/Rng** n/a  
**Property Address** 128 LEAKE ST  
 Cartersville

**Alternate ID** 32061  
**Class** Residential  
**Acreage** 0.69

**Owner Address** WYANT THOMAS JAMES JR & ERIKA L  
 128 LEAKE STREET  
 CARTERSVILLE GA 30120

**District** Cartersville  
**Brief Tax Description** LL 483 LD 4

(Note: Not to be used on legal documents)

Date created: 3/25/2019

Last Data Uploaded: 3/22/2019 10:57:27 PM

Developed by **Schneider**  
 GEOSPATIAL

SU19-02

Item # 4



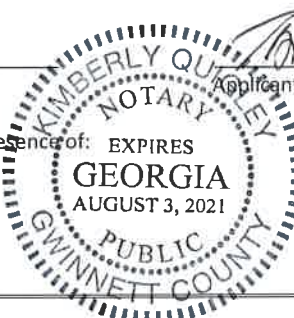
**Application for Special Use**  
**City of Cartersville**

Case Number: SUP-02  
Date Received: 3-11-19

**Public Hearing Dates:**

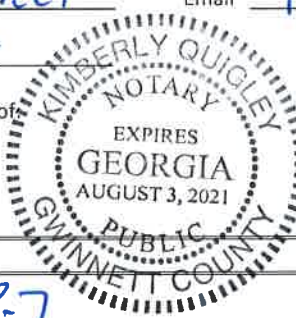
Planning Commission 4/5/19 5:30pm 1<sup>st</sup> City Council 4/18/19 7:00pm 2<sup>nd</sup> City Council 5/2/19 7:00pm

|                                                               |                                          |
|---------------------------------------------------------------|------------------------------------------|
| Applicant <u>Tom Wyant (Erika Wyant)</u><br>(printed name)    | Office Phone <u>770-387-3323</u>         |
| Address <u>128 Leake Street</u>                               | Mobile/ Other Phone <u>678-346-5652</u>  |
| City <u>Cartersville</u> State <u>GA</u> Zip <u>30120</u>     | Email <u>twyant24@gmail.com</u>          |
| Representative's printed name (if other than applicant) _____ |                                          |
| Phone (Rep) _____                                             |                                          |
| Email (Rep) _____                                             |                                          |
| Representative Signature _____                                | Applicant Signature <u>Tom Wyant</u>     |
| Signed, sealed and delivered in presence of: _____            | My commission expires: <u>Aug 3 2021</u> |
| <u>KW</u><br>Notary Public                                    |                                          |



Item # 4

|                                                                              |                                          |
|------------------------------------------------------------------------------|------------------------------------------|
| * Titleholder <u>Tom Wyant (Erika Wyant)</u><br>(titleholder's printed name) | Phone <u>678-346-5652</u>                |
| Address <u>128 Leake Street</u>                                              | Email <u>twyant24@gmail.com</u>          |
| Signature <u>Tom Wyant</u>                                                   |                                          |
| Signed, sealed, delivered in presence of: _____                              | My commission expires: <u>Aug 3 2021</u> |
| <u>KW</u><br>Notary Public                                                   |                                          |



|                                                                                                                                             |                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Present Zoning District <u>IR-2</u>                                                                                                         |                                                                                                     |
| Acreage <u>0.69</u>                                                                                                                         | Land Lot(s) <u>483, 526, 527</u> District(s) <u>4<sup>th</sup></u> Section(s) <u>3<sup>rd</sup></u> |
| Location of Property: <u>128 Leake Street, Cartersville, GA</u><br>(street address, nearest intersections, etc.)                            |                                                                                                     |
| Reason for Special Use Request: <u>Building detached 3 car garage with finished lot space</u><br>(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: 3/4/19

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

Date Five Years Prior to Application: 3/4/21

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

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

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

Tom Wyant 3/11/19  
Signature Date

Tom Wyant  
Print Name

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

How Standard #4 has / will be met:

This structure will only be used by and for personal use - primarily as storage.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

The structure will possess standard exterior lighting fixtures to match the existing home.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

The garage structure will be accessed by the existing driveway

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

The garage structure will bear no impact on surrounding land use

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

The construction of this structure is located in such a way that it will not impact traffic, or be visible from the road. Our general contractor is familiar with historic district standards and will comply.

Signed,

Tom West  
Applicant or Representative

3/4/19  
Date

## CARTERSVILLE NEWSPAPERS

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

PRELIMINARY

AREA

29.933 Sq Ft  
0.687 Acres

GEORGIA

BARTOW COUNTY  
128 LEAKE STREET  
Land Lots 483, 526  
AND 527  
4TH District 3RD Section

NOTES

1. THE FIELD DATA, COLLECTED 11/8/2017, A TRIMBLE S6 ROBOTIC TOTAL STATION WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 60,662 FEET.
3. THE UTILITIES HAVE BEEN LOCATED FROM ABOVE GROUND EVIDENCE. THERE WAS NO VISIBLE EVIDENCE ABOVE GROUND OF A BURIAL SITE OR GRAVEYARD. THE SURVEYOR DID NOT PERFORM EXTENSIVE RESEARCH ON THE MATTER AND HAD NO ARCHEOLOGIST PERFORM ANY SUCH RESEARCH. THEREFORE, THE SURVEYOR TAKES EXCEPTION TO ANY SUCH ITEMS.
4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS THAT ARE A LOT OF RECORD OR THAT WOULD HAVE BEEN DISCOVERED BY AN ACCURATE AND CURRENT TITLE SEARCH. THEREFORE, THE SURVEYOR TAKES EXCEPTION TO ANY SUCH ITEMS.
5. THE PURPOSE OF THIS SURVEY IS TO SHOW THE PROPERTY BOUNDARY AND ANY EXISTING STRUCTURES PER DEED BOOK 2531 PAGE 939 RECORDED IN THE CLERK OF COURTS OF BARTOW COUNTY GEORGIA.

REFERENCE

1. A SUBDIVISION PLAT FOUND IN PLAT BOOK 2 PAGE 99 OF THE CLERK OF COURTS OF BARTOW COUNTY GEORGIA.

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, 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.

PRELIMINARY

S. CLARK TOMPKINS, PROFESSIONAL SURVEYOR  
REGISTRATION NO. 3257

LEGEND

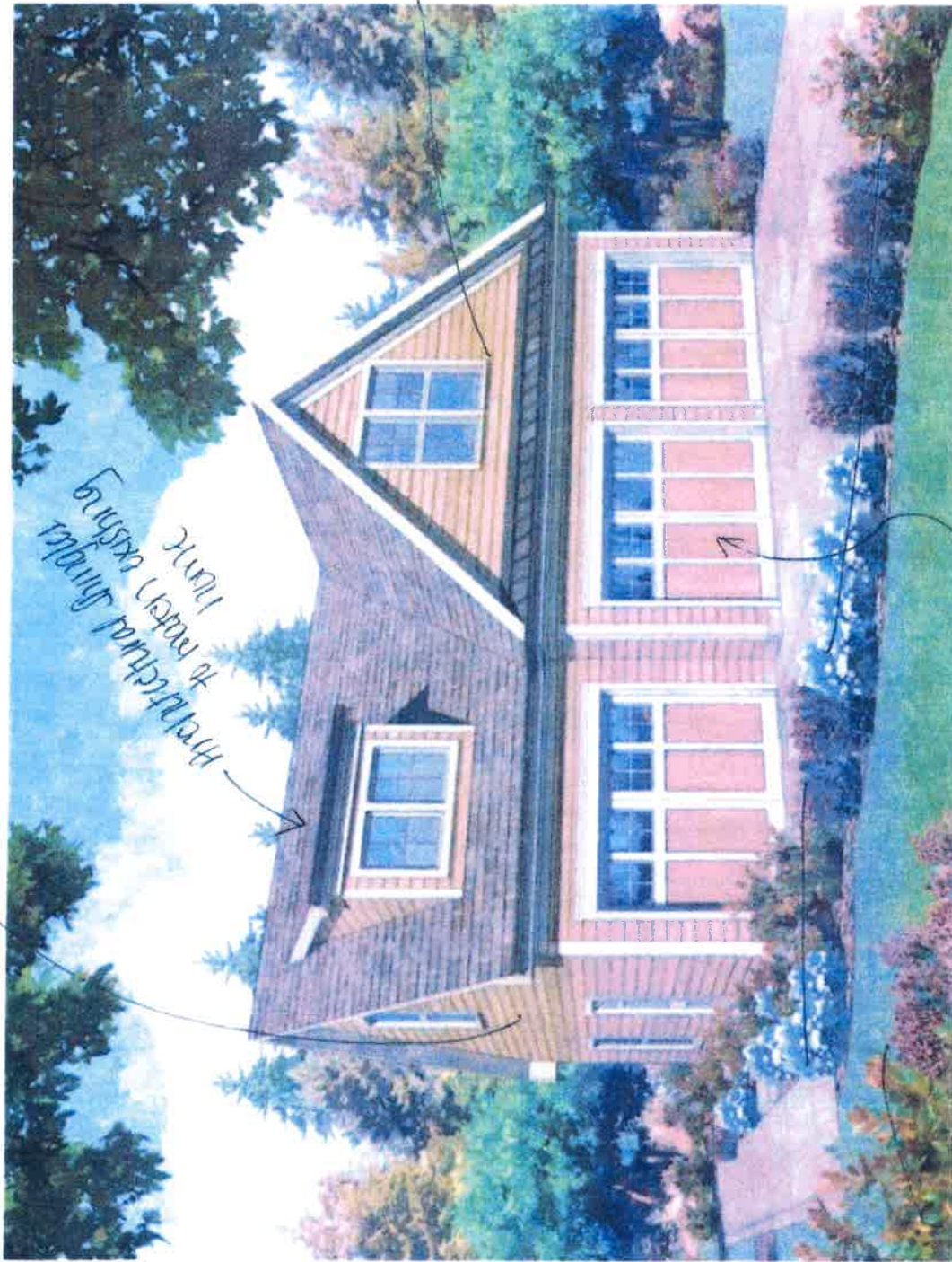
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- ORIGINAL LOT LINES
- DITCH LINE
- FENCE LINE
- WATER METER (WM)
- GAS VALVE
- SS CLEAN OUT (CO)
- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- ORIGINAL LOT NUMBER
- FIRE HYDRANT (FH)
- REBAR SET
- REBAR FOUND
- POINT OF BEGINNING
- OPEN TOP PIPE FOUND

GRAPHIC SCALE



Copyright 2017 Tompkins Surveying & Mapping, LLC  
All RIGHTS Reserved. This drawing is the property of Tompkins Surveying & Mapping and is intended for the client named and any copy of this rendering without a written signature across the seal is not valid.

Siding color and  
material to match existing structure

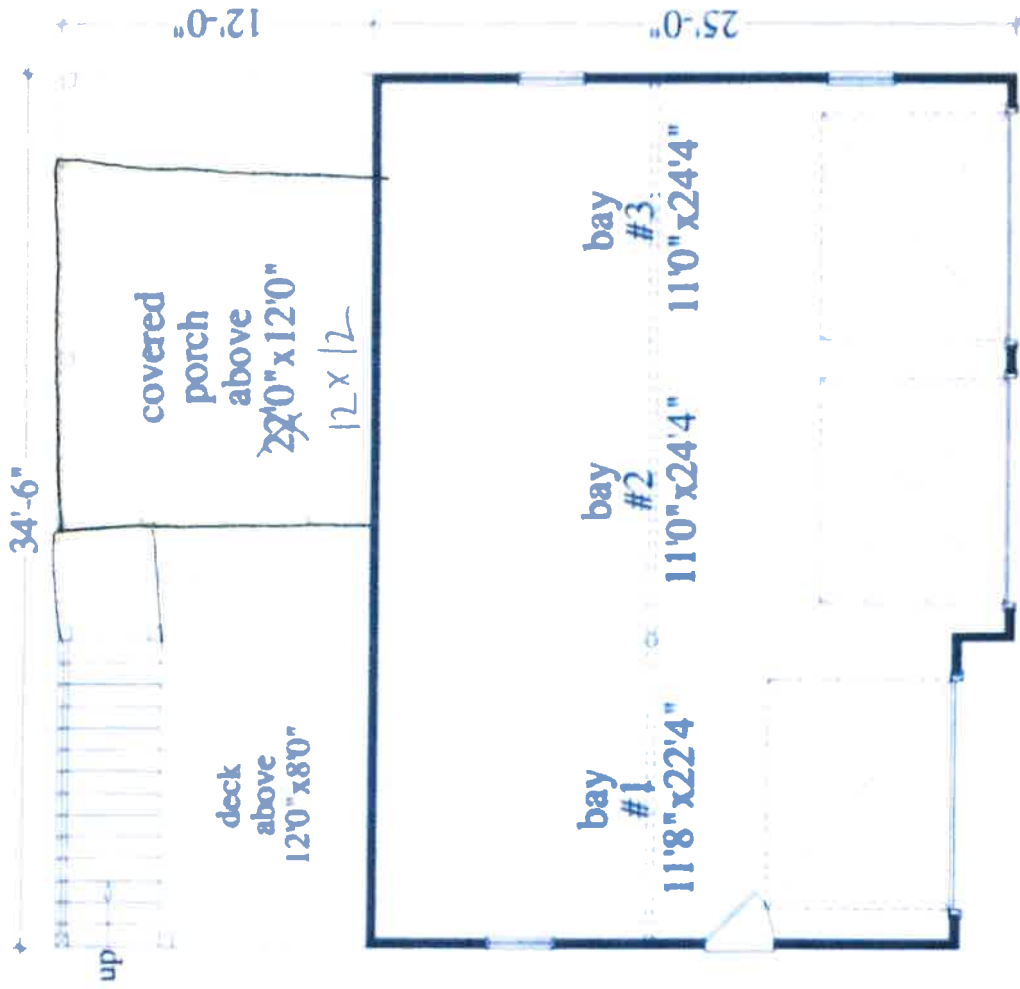


Horizontal Siding  
to match existing  
structure

White Siding

Landscaping  
not included

Garage doors to not include windows  
But rather item # 4 carriage style



Item # 4

# GENERAL PLAN NOTES

1. All between windows must meet minimum size requirements. Window size compliance with local codes must be verified with manufacturer prior to ordering.
  2. Number of inside doors at exterior stairs to be determined by contractor according to site conditions, exterior stairs shall be 45 degrees, unless otherwise noted.
  3. All angles shown on plans (other than 90 degrees) are 45 degrees, unless otherwise noted.
- WILLIAM LINDY, INC. assumes no responsibility for the construction or the use of these drawings during construction. These plans have not been developed for a specific site and are not intended to be used as such. The owner shall insure compatibility of plans with site conditions.
- WILLIAM LINDY, INC. assumes no liability for the construction of these plans. Only a qualified designer, architect, contractor, or structural engineer should attempt modifications to these plans. Any modifications to these plans shall be made in consultation with William Lindy, Inc. and shall be subject to a fee for major problems in other areas.



**WILLIAM LINDY**  
crafted home plans

©2015 William Lindy, Inc.  
P.O. Box 1483  
Woodstock, GA 30188  
(770) 926-0614 / 770-926-1396

3/26/19  
**PRINTING**

| Dalton        | 3-Car Garage w/Apt. Area | Sq. Ft. |
|---------------|--------------------------|---------|
| Basement:     | Slab                     | 0       |
| First Floor:  | 693                      |         |
| Second Floor: | 693                      |         |
| Total:        | 693                      |         |
| Bedrooms:     | 1                        |         |
| Bathrooms:    | 1                        |         |
| Width:        | 34'6"                    |         |
| Depth:        | 37'0"                    |         |

Plans shall be reviewed by builder or contractor before initiating construction. All construction shall be in accordance with the local building code and the manufacturer's instructions for the materials used.

All interior dimensions are to centerline of stud and all exterior dimensions are to the outside of the exterior wall or foundation.

Builder or contractor must verify all conditions and dimensions before construction. All dimensions should be read or calculated and never scaled.

WILLIAM LINDY, INC. has not verified these plans meet structural, foundation, and site conditions for any specific jurisdiction. It will be the builder's or contractor's responsibility to ensure that all local codes and regulations are followed in the construction of these plans.

All mechanical and plumbing requirements shall be determined by a qualified professional. William Lindy, Inc. does not provide mechanical or plumbing drawings. Contractor is to size heating and cooling loads based on local climate conditions and building orientation.

While every attempt has been made to ensure accuracy, William Lindy, Inc. cannot guarantee against human error.

PLAN NAME: DALTON 3 CAR GARAGE

## DALTON GARAGE SECOND FLOOR

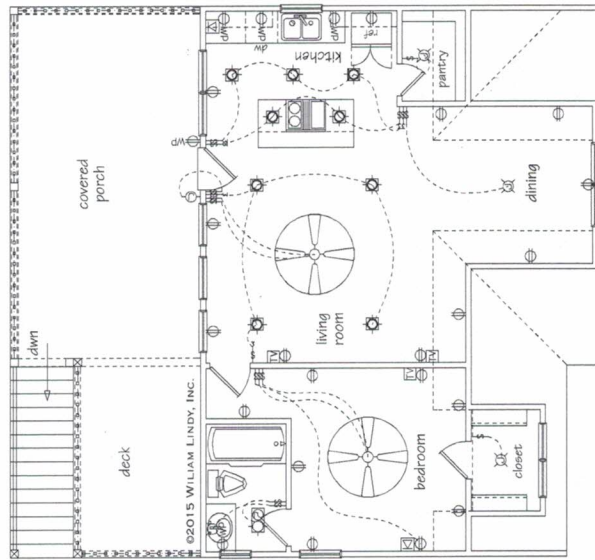
SCALE: 1/4" = 1'-0"  
SHOWN W/8'-1" WALL HT.

NOTE: 7/16" OSB SHEETING ON ALL EXTERIOR WALL CORNERS.

NOTE: ALL SMOKE DETECTORS SHALL BE HARD-WIRED, INTERCONNECTED WITH A BATTERY BACK-UP.

NOTE: MINIMUM R-13 BATT INSULATION (R-RATING VARIES PER REGION, CHECK YOUR AREA), IN FLOORS AND WALLS; OR FOR BEST VALUE OVER TIME, FOAM INSULATION RECOMMENDED.

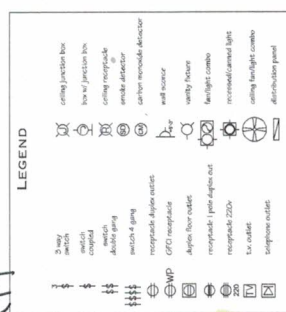
To be left unfinished for storage



## DALTON GARAGE SECOND FLOOR

SCALE: 3/16" = 1'-0"

NOTE: ALL SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS SHALL BE HARD-WIRED, INTERCONNECTED WITH A BATTERY BACK-UP.



Dining room being reduced

bedroom 72 sq ft  
bedroom 126 sq ft  
closet 40 sq ft  
living room 220.5 sq ft  
dining room 54 sq ft  
kitchen 104.6 sq ft

bedroom 126.5 sq ft  
living room 220.5 sq ft  
dining room 54 sq ft  
kitchen 104.6 sq ft

644.6 sq ft

Item #4

# PRELIMINARY

FOR RECORDING PURPOSES

## SURVEY DESCRIPTION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR HAS REVIEWED THIS PLAT FOR COMPLIANCE WITH THE MINIMUM TECHNICAL REQUIREMENTS IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN G.C.C.A. SECTION 15-6-67.

## PRELIMINARY

S. CLARE TOMPKINS, PROFESSIONAL SURVEYOR  
REGISTRATION NO. 3257

## LEGEND

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- COMMON LOT LINES
- FENCE LINE
- BATH METER (BM)
- GAS VALVE
- SS CLEAN OUT (CO)
- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- ORIGINAL LOT NUMBER
- FIRE HYDRANT (FH)
- REBAR SET
- REBAR FOUND
- POINT OF BEGINNING
- OPEN TOP PIPE FOUND

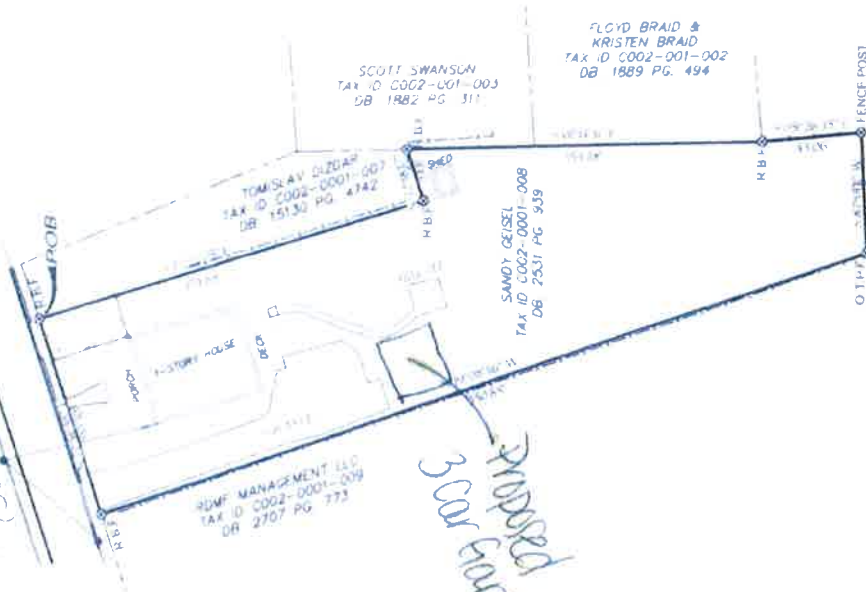
## AREA

29,933 Sq Ft  
0.687 Acres

## GEORGIA

BARTOW COUNTY  
128 LEAKE STREET  
Land Lots 483, 526  
AND 527  
4TH District 3RD Section

LEAKE STREET  
(50' R/W)



## GRAPHIC SCALE



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## NOTES

- THE FIELD DATA, COLLECTED 11/8/2017, A TRIMBLE 56 ROBOTIC TOTAL STATION WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 60,667 FEET.
- THE UTILITIES HAVE BEEN LOCATED FROM ABOVE GROUND EVIDENCE. THERE WAS NO VISIBLE EVIDENCE ABOVE GROUND OF A BURIAL SITE OR GRAVEYARD. THE SURVEYOR DID NOT PERFORM EXTENSIVE RESEARCH ON SUCH RESEARCHING THEREFORE, THE SURVEYOR TAKES EXCEPTION TO ANY SUCH ITEMS.
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- THE PURPOSE OF THIS SURVEY IS TO SHOW THE PROPERTY BOUNDARY AND ANY EXISTING STRUCTURES PER DEED BOOK 2531 PAGE 959 RECORDED IN THE CLERK OF COURTS OF BARTOW COUNTY, GEORGIA.

## REFERENCE

- A SUBDIVISION PLAT FOUND IN PLAT BOOK PAGE 98 OF THE CLERK OF COURTS OF BARTOW COUNTY, GEORGIA.

| DATE                                                      | REVISION             | DESCRIPTION | NO. |
|-----------------------------------------------------------|----------------------|-------------|-----|
| AUTHORIZED BY: LISA CEA                                   |                      |             |     |
| PROJECT: 128 LEAKE STREET<br>CARTERSVILLE GA. 30120       |                      |             |     |
| DRAWING TITLE: A RESIDENTIAL BOUNDARY SURVEY FOR LISA CEA |                      |             |     |
| JOB NO. 17-0173                                           | DWG. NO. 17-0173.dwg |             |     |
| DRN BY: C. WOOD                                           | SCALE: 1"=50'        |             |     |
| CHKD BY: C. TOMPKINS                                      | SHEET 1 OF 1         |             |     |
| DATE: AUGUST 28TH 2017                                    |                      |             |     |



**Tompkins**  
SURVEYING & MAPPING  
162 WEST MAIN STREET, SUITE 306  
CARTERSVILLE, GA 30120  
PHONE: 866-979-1045 FAX: 866-979-1046

LAND SURVEYING  
3D MODELING  
LASER SCANNING  
AERIAL SURVEYS

www.TompkinsSurveying.com

### 128 Leake Street Garage Access

The existing gravel driveway located at 128 Leake Street will be used to access the proposed garage / accessory apartment. Additional gravel will be added at the completion of construction for a polished look.

Erika Wyant

A handwritten signature in black ink, appearing to read "Erika Wyant", written in a cursive style.

Thomas Wyant

A handwritten signature in black ink, appearing to read "Thomas Wyant", written in a cursive style.

**Subject Photo Page**

|                  |                       |          |        |       |    |
|------------------|-----------------------|----------|--------|-------|----|
| Borrower/Client  | Thomas James Wyant Jr |          |        |       |    |
| Property Address | 128 Leake St          |          |        |       |    |
| City             | Cartersville          | County   | Bartow | State | GA |
| Lender           | Supreme Lending       | Zip Code | 30120  |       |    |

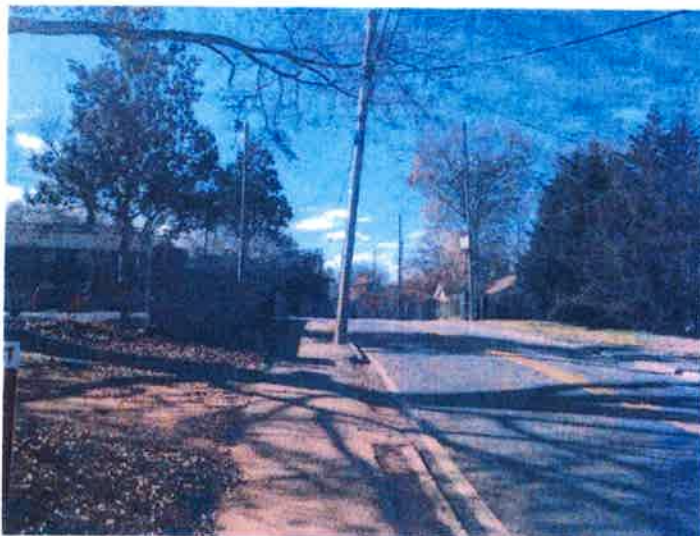


**Subject Front**

128 Leake St  
Sales Price 295 000  
Gross Living Area 2,050  
Total Rooms 6  
Total Bedrooms 3  
Total Bathrooms 3.0  
Location N:Res;  
View N:Res;  
Site 30260 sf  
Quality Q3  
Age 157

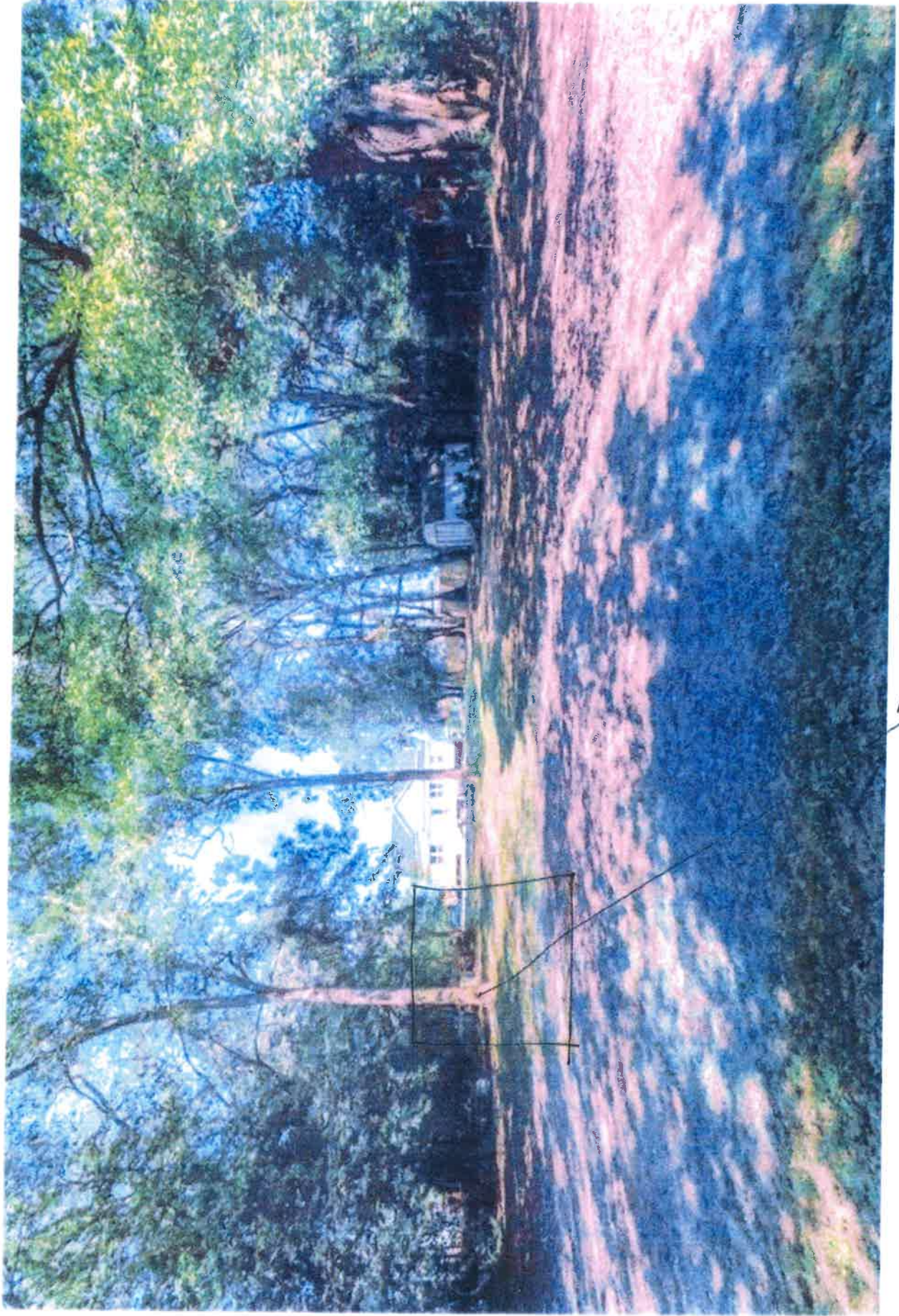


**Subject Rear**

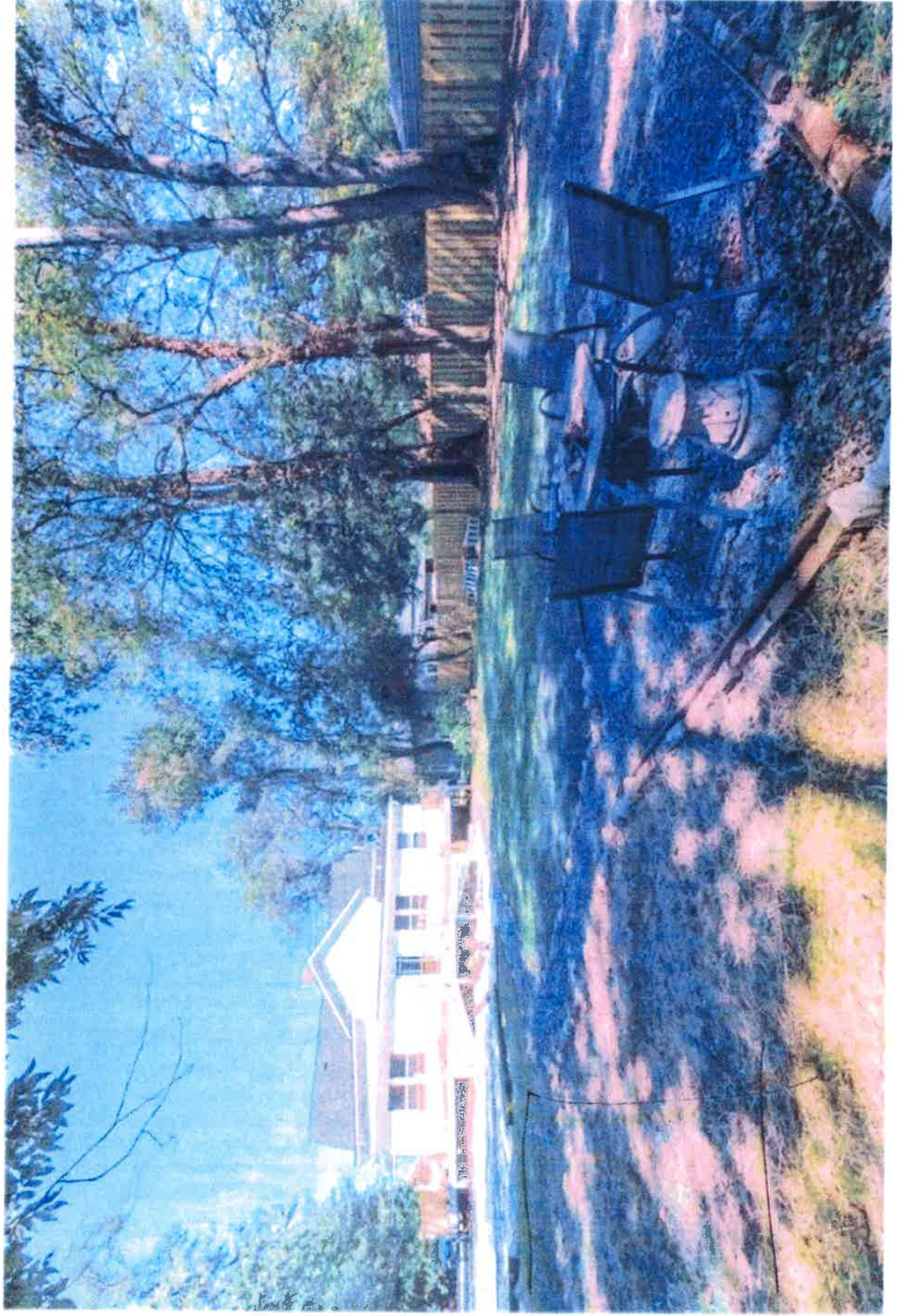


**Subject Street**

Item # 4



Proposed Construction Item #41



Proposed Construction SH

Item # 4



Proposed Construction Site

Item # 4

# SU19-02. 128 Leake St.





# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Demo for 44 Weaver Street**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Department Name:</b>                   | Planning and Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Summary Recommendation:</b> | <p>The house at 44 Weaver Street has been in a state of disrepair, with a tree falling through the roof being the final act to its demise. Code enforcement has been working on getting it cleaned up for well over a year now, but due to some legalities, it has been a long and tedious process. The owner, Ella Mae Banks, died in 1982 and her estate was never probated. Her son, Allen Banks, has been paying taxes since that time, but does not have the funds to repair the home, neither does the other living child. Our only option to proceed with condemnation is to have the County appoint an Administrator (John Mroczko), and the fee was \$1,000 with an additional cost to file the Petition to Appoint in Probate Court being approximately \$200.</p> <p>Judge White signed a final consent order on 04/11/19 (attached), certifying the property as sub-standard and unsafe to occupy, thus creating a nuisance and hazard. Judge White further ordered the City shall have the right to tear down, remove, clean up the building and place a FiFa upon the property for the full cost of the tear down/demolition, removal and clean-up of the building, if approved by the Mayor and City Council.</p> <p>The request to Council is twofold: 1) Approve the removal and clean-up of the structure(s) at 44 Weaver Street. 2) Because the cost came in over \$5,000, approve the expenditure to the lowest bidder. Staff recommends the approval of these items.</p> |
| <b>City Manager's Remarks:</b>            | <p>Judge White signed a final consent order certifying that the property was substandard. He further ordered that the City has the right to demo the property. Staff recommends that Council approve the cleanup and removal of the structure at the property. It is also recommended that Council approve the lowest bidder to demo the property.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                    |          |
|--------------------------------------------------------------------|----------|
| <b>44 Weaver Street</b><br>Quotes for Demolition/structure removal |          |
| Kirkpatrick Grading & Pipeline                                     | \$11,500 |
| Crane Grading Company                                              | \$5,200  |
| A & M Contracting                                                  | \$10,000 |

Mailing Address:  
P. O. Box 790  
White, GA 30184-0790  
Phone 678-721-7780



Physical Address:  
4200 Hwy. 411, NE  
Rydal, GA 30171-1500  
Fax 678-721-7795

April 26, 2019

ATTN: Charlie Waits  
City of Cartersville

Item # 5

## Quote

We are pleased to quote the following:

Removal and haul off of house and structures at 44 Weaver Street, grassing after completion leaving only steps and retaining wall.

Lump Sum Total = \$11,500.00

Thanks,

A handwritten signature in blue ink, appearing to read "Charlie Kirkpatrick".

Charlie Kirkpatrick

CRANE GRADING COMPANY  
375 PEEPLES VALLEY RD  
CARTERSVILLE, GA 30121  
770-382-6344

April 22, 2019

City Of Cartersville  
P. O. Box 1390  
Cartersville, GA 30120

Mr. Charlie Waits

Crane Grading & Construction would like to submit the following proposal for the Job located at 44 Weaver Street  
Price includes the following:

Removal and disposal of the house and 2 out building

Total price \$5200.00

Sincerely,



Jimmy Crane

Item # 5



April 23, 2019

1458 Grist Mill Drive  
Acworth, GA. 30101  
Office: (770) 974-8759  
Fax: (770) 529-5279  
Email: amdemo2003@yahoo.com

TO: City of Cartersville  
EMAIL: [cwaits@cityofcartersville.org](mailto:cwaits@cityofcartersville.org)

Re: Demolition proposal for 44 Weaver Street, Cartersville, GA. 30120.

1. Remove house by hand to segregate asbestos containing material while taking apart for \$10,000.00.

Pricing excludes (If applicable): Removing any concrete or asphalt greater than 6 inches in depth or removing concrete that is found under an asphalt driveway(s) and/or parking lot(s), permit(s), rodent letter(s), driveway(s), retaining wall(s) and/or sidewalk(s) removal, tree and/or tree debris removal, grading, digging a basement, miscellaneous trash removal, lead testing and/or removal, locating sewer lines, oil and/or septic tank pumping, well closures, silt fence, tree save, construction entrances and/or stabilization. We will file the required notifications to the Georgia EPD and verify with the gas and electric company meters and lines are removed from the structure(s), gas is killed at the street and call as required by law the Utilities Protection Center before demolition begins. We comply with state and federal regulations and are insured with standard subcontractor demolition Insurance requirements, additional Insurance required will be added to the total price of project. Thank you for the opportunity to bid this project, we look forward to doing business with you. Please call me with any questions at (770) 318-5858.

\* Terms are net 30 days. If payment is not received in 30 days, 1.5% per month interest charge will be imposed on the outstanding balance. Customer will be assessed any collection fees incurred. This contract is valid for 60 days.

Sincerely,

Authorized by,

Mr. Bob McCaughtry Jr.

City of Cartersville

Item # 5



ORDER PREPARED BY:

  
\_\_\_\_\_  
E. Keith Lovell,  
Assistant City Attorney  
Georgia Bar No. 459390

Archer & Lovell, PC  
PO Box 1024  
Cartersville, GA 30120  
(770) 386-1116  
keithlovell11@gmail.com

CONSENTED TO BY:

  
\_\_\_\_\_  
John T. Mroczko, (signed with express permission by E. Keith Lovell)  
County Administrator  
Bartow County, Georgia  
Georgia Bar No. 143053

JOHN T. MROCZKO, P.C.  
162 West Main Street, Suite 302  
Cartersville, GA 30120  
(770) 386-8564  
john@georgia-probate.com









# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Solid Waste Ordinance Revision**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | First Reading of Ordinances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Department Summary Recommendation:</b> | <p>The Solid Waste Division recommends this ordinance revision which includes the following changes:</p> <ul style="list-style-type: none"><li>· An increase of \$1.50 for residential garbage collection</li><li>· Revision of commercial rate schedule to reflect the increase that was implemented in April</li><li>· Deletion of language requiring landscape contractors to haul off residential yard waste</li><li>· Deletion of yard waste pay pile rate schedule</li></ul> <p>Residential base rates have not been increased since 2008. In 2012, \$2 was added to cover implementation of the recycling program, but it has been over 10 years since the base rate increase was implemented. Bartow County Landfill tipping fees have increased annually and the market for yard waste as fuel has diminished, therefore with increased tipping fee costs and increased costs to dispose of yard waste, we need to raise rates in order to maintain the level of service we provide.</p> <p>The increase should reflect on the June utility bills.</p> |
| <b>City Manager's Remarks:</b>            | This revision cleans up the ordinance as well as increases garbage collection base rate fees by \$1.50. Your approval of the solid waste ordinance revision is recommended. This is the first reading of the ordinance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**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, Georgia, that the Code of Ordinances City of Cartersville, Georgia CHAPTER 21. SOLID WASTE, Sec. 21-34. Billing and Sec. 21-35 Commercial and multi-dwelling units (having more than six units) collection charges are hereby amended by deleting said sections in their entirety and replacing them as follows:**

**Sec. 21-34 - Billing**

- (a) Each residential household will be billed a monthly charge of twenty dollars and fifty cents **(\$20.50)** minimum for garbage collection; said fee includes the cost of collection, curbside recycling, recycling yard waste, and disposal. The monthly fee shall be eighteen dollars and fifty cents **(\$18.50)** for a residential household with a homestead exemption for elderly, if the proper form has been filed. Furthermore, there shall be an additional fee of eleven dollars and fifty cents (\$11.50) per month per additional cart per residence.
- (b) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (c) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (d) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.
- (e) A fee of ten dollars (\$10.00) per sticker shall be charged to the customers and stickers may only be purchased in person at city hall or by mail order from the city clerk's office for the collection of the waste material referred to in section 21-33(f) of this chapter. Two stickers (\$20.00) are required for all appliances with refrigerant.
- (f) Fees for bulk tree limbs and branch collections are described as follows and must be paid for by the customer prior to service being delivered:
  - (1) Zero (0) to five (5) cubic yards per week is free pickup.

Sec. 21-35 - Commercial and multi-dwelling units (having more than six units) collection charges

- (a) Multi-dwelling units having more than six (6) units will be required to have a container and will be charged the following rates:

| Container Size | Dumps Per Week | Monthly Rate |
|----------------|----------------|--------------|
| 2 Yard         | 1              | \$85.00      |
|                | 2              | \$120.00     |
|                | 3              | \$148.00     |
| 4 Yard         | 1              | \$110.00     |
|                | 2              | \$166.00     |
|                | 3              | \$209.00     |
|                | 4              | \$265.00     |
|                | 5              | \$321.00     |
|                | 6              | \$420.00     |
| 6 Yard         | 1              | \$138.00     |
|                | 2              | \$194.00     |
|                | 3              | \$250.00     |
|                | 4              | \$306.00     |
|                | 5              | \$363.00     |
|                | 6              | \$504.00     |
| 8 Yard         | 1              | \$164.00     |
|                | 2              | \$234.00     |
|                | 3              | \$305.00     |
|                | 4              | \$375.00     |
|                | 5              | \$446.00     |
|                | 6              | \$588.00     |

|                                      |         |
|--------------------------------------|---------|
| Extra dumps for dumpsters/containers | \$75.00 |
| All small downtown containers        | \$29.50 |

- (b) The collection charges for commercial curbies is as follows:

| Commercial Curbies | Once Per Week Pickup | Twice Per Week Pickup |
|--------------------|----------------------|-----------------------|
| 1 Curbie           | \$31.50              | \$43.50               |
| 2 Curbies          | \$36.50              | \$53.50               |
| 3 Curbies          | \$43.50              | \$63.50               |
| 4 Curbies          | \$50.50              | \$73.50               |
| 5 Curbies          | \$57.50              | \$83.50               |

- (c) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (d) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (e) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.

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.

**This Ordinance shall become effective on July 1, 2019.**

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 2nd day of May 2019.**

**ADOPTED this the 16th day of May 2019. Second Reading.**

/s/ \_\_\_\_\_  
**Matthew J. Santini**  
**Mayor**

**ATTEST:**

/s/ \_\_\_\_\_  
**Meredith Ulmer**  
**City Clerk**



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Taste of Cartersville Festival**

|                                           |                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Resolutions                                                                                                                                                                                                                                                                                                                            |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                         |
| <b>Department Summary Recommendation:</b> | The Bartow County Rotary Club, a non-profit entity, requested the City of Cartersville waive the fee for the employee ID card required for individuals pouring alcoholic beverages at the Taste of Cartersville Festival on May 4, 2019.                                                                                               |
| <b>City Manager's Remarks:</b>            | This was discussed in work session at the last meeting. Due to the number of servers the non-profit will have at Taste of Cartersville, the City will waive the fee for the ID cards that are required for individuals pouring alcoholic beverages at Taste of Cartersville on May 4. Your approval of this resolution is recommended. |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                        |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                        |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                        |

**RESOLUTION NO: \_\_\_\_\_****A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING WAIVER OF CODE OF ORDINANCE FEES FOR EMPLOYEE IDENTIFICATION CARDS FOR TASTE OF CARTERSVILLE FESTIVAL**

**WHEREAS**, on the 4<sup>th</sup> day of May, 2019, the Bartow County Rotary Club is holding a Taste of Cartersville Festival in downtown Cartersville at which, craft beers, wine and distilled spirits shall be poured; and

**WHEREAS**, pursuant to City of Cartersville Code of Ordinances, Sections 4-150 and 4-151, all employees and/or individuals pouring alcoholic beverages are required to be issued an employee identification card; and

**WHEREAS**, the Bartow County Rotary Club is a non-profit entity and all proceeds from the event are to go to charitable organizations; and

**WHEREAS**, the Bartow County Rotary Club is requesting that the City of Cartersville waive the Twenty-five and No/100 (\$25.00) Dollar fee for the employee identification card, in light of the benefits being received by the City of Cartersville in the promotion of tourism for downtown Cartersville by said Taste of Cartersville Festival, and promotion of local merchants, and restaurants; and

**WHEREAS**, at the Taste of Cartersville Festival, beer and wine shall be served to the general public, and beer, wine, and distilled spirits shall be served in the VIP Area only.

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

that the Mayor and City Council of the City of Cartersville adopt and approve the waiver of City of Cartersville Code of Ordinances, Section 4-151, Twenty-five and No/100 (\$25.00) Dollars employee identification card fee for the Taste of Cartersville Festival; provided however, that said individuals pouring shall be required to comply with all other requirements of the City of Cartersville Code of Ordinances and receive an employee identification card prior to pouring any alcoholic beverages. The employee identification cards issued for the Taste of Cartersville Festival shall be good for the date of May 4, 2019 only.

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

ATTEST:

/s/ \_\_\_\_\_  
Meredith Ulmer, City Clerk  
City of Cartersville, Georgia

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



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Tilt-N-Go Deck Trailer**

|                                           |                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                              |
| <b>Department Name:</b>                   | Parks and Recreation                                                                                                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | <p>This is a Sole Source purchase. We tried getting other quotes from other companies but the specifications for this trailer are unlike any other in or around the Cartersville area including Atlanta.</p> <p>I recommend to purchase this trailer, which is a budgeted item, from Bartow Trailer Sales Inc. for the amount of \$7,000.00.</p> |
| <b>City Manager's Remarks:</b>            | Your approval for the purchase of the deck trailer from Bartow Trailers Sales is recommended.                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                         |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                  |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                  |



83" X 24' Tilt-N-Go Tandem Axle Tilt Deck I-Beam Frame

2 - 7,000 Lb Dexter Torsion Axles (UP)(W/ Elec FSA Brakes)

ST235/80 R16 LRE 10 Ply.

Coupler 2-5/16" Adjustable (6 HOLE)

Gravity 16' Deck 8' Stationary Deck

Diamond Plate Fenders (weld-on)

16" Cross-Members

Jack Spring Loaded Drop Leg 2-10K

Lighting LED (w/Cold Weather Harness)

6 - D-Rings 4" Weld On

Tool Tray

2" - Rub Rail

Spare Tire Mount

Black (w/Primer)

VIN- 4ZETD2425K1170923

\$7000.00

Bartow Trailer Sales, Inc  
375 Joe Frank Harris Parkway  
Emerson, GA 30137  
Phone: 770.608.6882

Date Purchased 4/16/2019  
Stock Number 9512

|              |                                         |
|--------------|-----------------------------------------|
| Buyer's Name | City of Cartersville Parks & Recreation |
| Address      | P.O. Box 1390                           |
| City         | Cartersville                            |
| State        | GA                                      |
| Zip Code     | 30120                                   |
| Phone Number | 770-607-6298                            |

|            |                   |
|------------|-------------------|
|            | TRAILER PURCHASE  |
| Model Year | 2019              |
| Make       | Load Trail        |
| Size       | 24' CH tilt       |
| VIN #      | 4ZETD2425K1170923 |

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| Lien Holder |  |
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|-----------------|------------|
| Sale Price      | \$7,000.00 |
| spare           | \$0.00     |
| tire upgrade    | \$0.00     |
| c-lock          | \$0.00     |
| Taxable Total   | \$0.00     |
| Sales Tax 7%    | \$0.00     |
| card fee        | \$0.00     |
| MSRP            | \$0.00     |
| down pay.       | \$0.00     |
| Due On Delivery | \$7,000.00 |

|                   |   |
|-------------------|---|
| Buyer's Signature | * |
| Sellers Signature | * |



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Electric Meter Testing Invoice**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Electric                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | <p>The Electric Department is submitting an invoice for payment from M&amp;R Services, Inc. This is a contractor we use to test our Electric Meters and their installations annually. It's very important to have this done to make sure we are billing our customers as accurately as possible.</p> <p>The amount of the invoice is \$7,884.00 is below the budgeted amount of \$8,050. The Electric Department asks that you approve the payment of this invoice.</p> |
| <b>City Manager's Remarks:</b>            | This testing helps to make sure that electric customers are being accurately billed and data received is correct. Your approval of the electric meter testing is recommended.                                                                                                                                                                                                                                                                                           |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

M &amp; R Services, Inc.

1806 Asteria Ct.  
Duluth, GA 30097**Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 4/14/2019 | 2019-18   |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Bill To</b>                                                                   |
| Cartersville Electric System<br>320 South Erwin Street<br>Cartersville, GA 30120 |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Ship To</b>                                                                   |
| Cartersville Electric System<br>320 South Erwin Street<br>Cartersville, GA 30120 |

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|-------------|-----------|-----------------------------------|-----------|-----|------------|----------|
| P.O. Number | Terms     | Rep                               | Ship      | Via | F.O.B.     | Project  |
| Contract    | Net 30    |                                   | 4/14/2019 |     |            |          |
| Quantity    | Item Code | Description                       |           |     | Price Each | Amount   |
| 73          | ST        | Site Meter & CT Test (CVL001-073) |           |     | 108.00     | 7,884.00 |
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# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Courtyard by Marriott - Primary Cable**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Electric                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | <p>The Electric Department is requesting authorization to purchase the 15kV underground primary cable for the Courtyard by Marriott hotel project. This cable will allow us to serve the hotel and will also allow us to finish our primary distribution loop which increases the reliability for both the Conference Center and the hotel.</p> <p>This item is available through the joint-purchasing pricing service that Electric Cities of Georgia offers, and is a sole-sourced item from Stuart C. Irby Co. Sometimes we can get pre-cut reels faster than custom reels, and those may have more footage than needed for a particular job. The quoted price for the cabling is \$23,800, so we are requesting a not-to-exceed amount of \$25,000. This is a budgeted expense.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of the primary cable purchase for the Courtyard by Marriott is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



STUART C IRBY BR743 KENNESAW  
1025-A COBB INTERNATIONAL PLACE  
SUITE A  
KENNESAW GA 30152  
770-422-1005 Fax 770-427-8455

## Quotation

|                                                                             |                   |
|-----------------------------------------------------------------------------|-------------------|
| QUOTE DATE                                                                  | ORDER NUMBER      |
| 04/03/19                                                                    | S011306104        |
| REMIT TO:<br>STUART C IRBY CO<br>POST OFFICE BOX 741001<br>ATLANTA GA 30384 | PAGE NO.<br><br>1 |

SOLD TO:  
CITY OF CARTERSVILLE  
PO BOX 1390  
CARTERSVILLE, GA 30120-1390

SHIP TO:  
CITY OF CARTERSVILLE  
ATTN: ELECTRICAL DEPARTMENT  
320 S. ERWIN STREET  
CARTERSVILLE, GA 30120-3914

ORDERED BY:

| CUSTOMER NUMBER    |          | CUSTOMER ORDER NUMBER |                                                                                         | JOB/RELEASE NUMBER |             | OUTSIDE SALESPERSON |          |
|--------------------|----------|-----------------------|-----------------------------------------------------------------------------------------|--------------------|-------------|---------------------|----------|
| 129337             |          |                       |                                                                                         | Marriott Courtyard |             | James A Narmore     |          |
| INSIDE SALESPERSON |          |                       |                                                                                         | REQD DATE          | FRGHT ALLWD | SHIP VIA            |          |
| Neil Godfrey       |          |                       |                                                                                         | 04/03/19           | Yes         |                     |          |
| ORDER QTY          | SHIP QTY | LINE                  | DESCRIPTION                                                                             |                    |             | Prc/Uom             | Ext.Amt  |
| 10000EA            |          | 1                     | *OKON 163-23-3072 1/0 15KV AL 19<br>STR EPR 220MIL F/S 16X#14 FULL<br>NEUTRAL 2500FT RL |                    |             | 2380.000M           | 23800.00 |

\* This is a quotation \*

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

|              |                 |
|--------------|-----------------|
| Subtotal     | 23800.00        |
| S&H CHGS     | 0.00            |
| Sales Tax    | 0.00            |
| <b>TOTAL</b> | <b>23800.00</b> |

\*\* Reprint \*\* Reprint \*\* Reprint \*\*



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Phase Ranger**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   | Electric                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Summary Recommendation:</b> | <p>The Electric Department is requesting authorization to purchase a Phase Ranger. This device would be used to definitively verify which phase a conductor is on. The only method we currently have to determine phasing is to start at the substation for that particular circuit, then ride the lines to the point in question while following the overhead lines and orientation of the wires as they roll repeatedly from vertical construction to flat construction, then back to vertical. This is very time-consuming since we ride the circuit 2 or 3 times to verify, and often utilize more than one person as an additional check. Crossing phases has the potential for severely bad outcomes such as safety threats, damage to equipment, and power outages.</p> <p>We have obtained three prices with the lowest bid being from Morgan Advanced Products. We recommend purchasing this device from Morgan for \$9,799.93.</p> |
| <b>City Manager's Remarks:</b>            | This device will help the electric department verify which phase a conductor is on. It will help them be more efficient and accurate as well. Your approval of the purchase is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

*PHASE RANGER PRICE QUOTES*

|                                  |             |
|----------------------------------|-------------|
| Morgan Advance Products          | \$9,799.93  |
| Biere Meters                     | \$10,487.00 |
| Mitchell Instrument Company, Inc | \$10,084.00 |



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**WTP – Washwater Tank Design**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |          |     |         |                               |                 |              |                 |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|-----|---------|-------------------------------|-----------------|--------------|-----------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |          |     |         |                               |                 |              |                 |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |          |     |         |                               |                 |              |                 |
| <b>Department Summary Recommendation:</b> | <p>The Water Treatment Plant (WTP) uses a 500,000 gallon prestressed concrete tank to store potable water which is used to wash filters. The tank dates back to the original construction of the WTP in 1970. In 2017, the tank was scheduled for inspection and cleaning as a matter of routine maintenance. This was the first time the tank had been inspected or cleaned since construction. The inspection revealed significant defects inside the tank.</p> <p>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. In their report, they estimated only a few years of remaining reliable service.</p> <p>Wiedeman and Singleton Engineers (WSE) were asked to provide a proposal for design, bidding and construction oversight to replace the tank. They have provided the attached proposal which consists of the following phases:</p> <table><tr><td>Design</td><td>\$25,020</td></tr><tr><td>Bid</td><td>\$5,760</td></tr><tr><td><u>Construction Oversight</u></td><td><u>\$39,150</u></td></tr><tr><td><b>TOTAL</b></td><td><b>\$69,930</b></td></tr></table> <p>I recommend approval of the WSE proposal in the amount of \$69,930. Funds will be moved to a project specific account to be named "Washwater Tank Replacement" which will allow the start date of the project to be moved up approximately two months.</p> | Design | \$25,020 | Bid | \$5,760 | <u>Construction Oversight</u> | <u>\$39,150</u> | <b>TOTAL</b> | <b>\$69,930</b> |
| Design                                    | \$25,020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |          |     |         |                               |                 |              |                 |
| Bid                                       | \$5,760                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |          |     |         |                               |                 |              |                 |
| <u>Construction Oversight</u>             | <u>\$39,150</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |          |     |         |                               |                 |              |                 |
| <b>TOTAL</b>                              | <b>\$69,930</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |          |     |         |                               |                 |              |                 |
| <b>City Manager's Remarks:</b>            | Your approval of the WSE proposal for the washwater tank, design, bid and construction oversight is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |          |     |         |                               |                 |              |                 |
| <b>Financial/Budget Certification:</b>    | <p>This project is not specifically funded in the FY18-19 budget. Funds will be moved from capital account 505.3310.54.1317 to a project specific account to be named Washwater Tank</p> <p>Cover Memo Item # 12</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |          |     |         |                               |                 |              |                 |

|                                |              |
|--------------------------------|--------------|
|                                | Replacement. |
| <b>Legal:</b>                  |              |
| <b>Associated Information:</b> |              |

**WIEDEMAN AND SINGLETON, INC.**

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN  
 PETER JOHNS  
 CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE  
 SUITE 430  
 PEACHTREE CORNERS, GEORGIA 30071

PETER SNYDER  
 HAROLD WIEDEMAN

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

WWW.WIEDEMAN.COM

April 23, 2019

Mr. Bob Jones  
 Director Water Department  
 Water Department  
 City of Cartersville  
 P.O. Box 1390  
 Cartersville, GA 30120

RE: Cartersville Water Plant  
 Washwater Tank Replacement  
 027-19-120

Dear Mr. Jones

We appreciate the opportunity to provide a proposal for engineering services to replace the Washwater Tank at the water plant.

The purpose of the project is to replace the Washwater Tank. The tank is required to wash the filters and operate the filter plant. The tank is 50 years old and has served the City well. A recent survey of the tank indicated several serious deficiencies that need to be addressed soon. These deficiencies are a result of the age of the tank.

Remediation of these issues will be expensive and will not have the same longevity as the original construction. Replacement of the tank is the most reasonable alternative.

We propose an engineering services budget of \$69,630 which will cover design, bidding and construction (field and office) services.

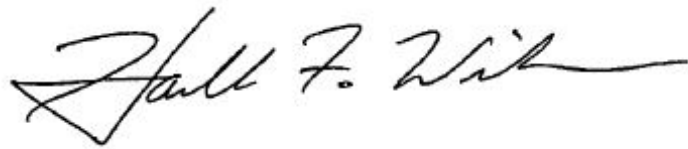
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|-------------------------------|------------------|
| Phase 1 – Design              | \$ 25,020        |
| Phase 2 – Receive Bids        | \$ 5,760         |
| Phase 3 – Construction Serves | \$ 39,150        |
| <b>Total</b>                  | <b>\$ 69,930</b> |

Our general contract terms and conditions will follow our existing contract with the City.

Bob Jones  
April 23, 2019  
Page 2

If this proposal is acceptable, please let us know at your earliest convenience and we will begin work immediately. We appreciate your consideration of our firm for these services. We look forward to working with you and your staff.

Sincerely,

A handwritten signature in black ink, reading "Harold F. Wiedeman". The signature is fluid and cursive, with a long horizontal stroke at the end.

WIEDEMAN AND SINGLETON, INC.

Harold F. Wiedeman  
President

EMAIL ONLY



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Lease Agreement with DDA**

|                                           |                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                             |
| <b>Department Name:</b>                   | Downtown Development Authority                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | This lease agreement is for the DDA's use of the train depot from 2019 through 2030 and is meant to bring a former lease agreement up to date that was drawn up but does not appear to have been executed by either the city or the DDA. Staff recommends approval of the lease. |
| <b>City Manager's Remarks:</b>            | This document has been prepared by Keith Lovell. Your approval of the lease agreement is recommended.                                                                                                                                                                            |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                  |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                  |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                  |

# REAL ESTATE LEASE AND MAINTENANCE AGREEMENT

*THIS LEASE AGREEMENT* (hereinafter referred to as “Lease”), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF CARTERSVILLE (“Landlord”) and the DOWNTOWN DEVELOPMENT AUTHORITY OF CARTERSVILLE, GEORGIA (Tenant.)

## WITNESSETH:

*WHEREAS*, Landlord is the owner of that certain improved real estate commonly known as The Cartersville Depot, Cartersville, Bartow County, Georgia (the “Property”). For a more particular description, see Exhibit “A” which is attached hereto and incorporated herein by reference; and

*WHEREAS*, Tenant desire to lease from Landlord the entirety of the Property as indicated on Exhibit “B” herein referenced to as the “Premises”; and

*WHEREAS*, Landlord is willing to lease the Premises to Tenant upon the terms and conditions herein set forth.

*NOW, THEREFORE*, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Landlord hereby leases to Tenant and Tenant hereby agrees to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on \_\_\_\_\_, 2019 and end on \_\_\_\_\_, 2030. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof. However, Tenant or Landlord has the right with thirty (30) days’ notice to terminate said lease and vacate the premises and shall have no further obligation to the other party in said event, except as to any outstanding financial obligations between the parties.

3. In lieu of rental payments, Tenant agrees to provide the following services in consideration of occupancy:
  - (a) Tenant shall make the facility available to the public and operate the Welcome Center and Downtown Development Authority and meetings for Downtown Merchants consistent with funding approved by the City of Cartersville in the annual budget of the Downtown Development Authority of Cartersville.
  - (b) Tenant shall not charge admission to the public for the use or right to visit the facility. However, they may charge a rental fee for events held at said facility, to provide for security, utilities, cleaning and other related miscellaneous expenses for use of the facility.
4. Landlord shall, at Landlord's cost and expense, pay the reasonable costs and expenses for the repair and maintenance of the Building, the Land, the landscaping, and parking areas located thereon unless the need for such repair is caused by the carelessness, negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors or invitees, in which event such repair shall be the responsibility of Tenant. Tenant shall give written notice to Landlord of the necessity for any such repairs or required maintenance. On the Expiration Date, or upon the earlier termination of this Lease, Tenant shall leave the Premises in a condition at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear, depreciation and obsolescence, and damage by fire or other insured casualty.
5. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
6. Tenant agrees not to abandon or vacate the Premises during the term of this lease without thirty (30) days prior notification to Landlord.

7. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, with the exception of those appurtenances to be maintained by the Landlord and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair as outlined above in section 4.
8. Tenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Improvements of whatever nature, all of which shall remain the Property of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, apparatus, equipment or other Improvements of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Improvements.
9. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking. If neither party elects to terminate this Lease or if the Premises can be restored within the period provided above, Landlord shall rebuild the

Premises in a reasonable time and with due diligence with this Lease remaining in force except that Tenant's obligations shall abate until the Premises is restored to a tenantable condition. If the Premises is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Tenant in its operations, this Lease shall not terminate but Landlord shall restore the Premises to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Tenant's obligations shall abate in such proportion as use of the Premises has been destroyed and when the Premises are restored to tenantable condition, full compliance with the terms of this lease shall commence.

10. Tenant and Landlord agree to indemnify and save harmless the other against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred by each other because thereof, including attorney's fees and court costs; provided, however, that each parties undertaking hereunder shall not extend to any damages or claims caused by the acts of negligence of said party, said party's agents, employees, licensees or third parties other than each parties agents, employees or licensees nor shall each parties undertaking extend to the amount which the other party could have recovered under the insurance required to be carried by Landlord hereunder.
11. Tenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant, with the exception of meetings or social gatherings occurring as part of Tenant's normal business practice, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become

directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

12. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
13. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's option, enter upon and relent the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.
14. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if 'Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's

equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.

15. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Noting contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
16. If Tenant remain in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will and such holding over shall not operate as a renewal of this lease by operation of law.
17. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
18. Tenant hereby appoint as Tenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. All notices to Landlord shall be sent to City of Cartersville, Georgia, Attention: City Manager, P. O. Box 1390, Cartersville, Georgia 30120. Either party may change its mailing address by written notice delivered to the other.
19. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

20. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
21. Time is of the essence of this Lease.
22. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
23. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
24. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.
25. IMMIGRATION REFORM COMPLIANCE REQUIREMENT. During the entire duration of this Agreement, Tenant and its agents shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1, as amended.
26. OPEN RECORDS ACT. The Tenant acknowledges that all records relating to this Agreement and the services to be provided under the Lease may be public record subject to Georgia Open Records act (O.C.G.A. § 50-18-70, et. seq.) Tenant shall cooperate fully in

responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

27. JURISDICTION. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

*IN WITNESS WHEREOF*, the parties herein have hereunto set their hands and seals the date and year first above written.

LANDLORD:

CITY OF CARTERSVILLE, GEORGIA

\_\_\_\_\_  
Mayor, Matthew Santini

ATTEST:

\_\_\_\_\_  
City Clerk, Meredith Ulmer

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

TENANT:

DOWNTOWN DEVELOPMENT AUTHORITY  
OF CARTERSVILLE, GEORGIA

\_\_\_\_\_  
Lillie Read, Director

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

\_\_\_\_\_

WITNESS

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NOTARY PUBLIC

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My Commission Expires

DRAFT

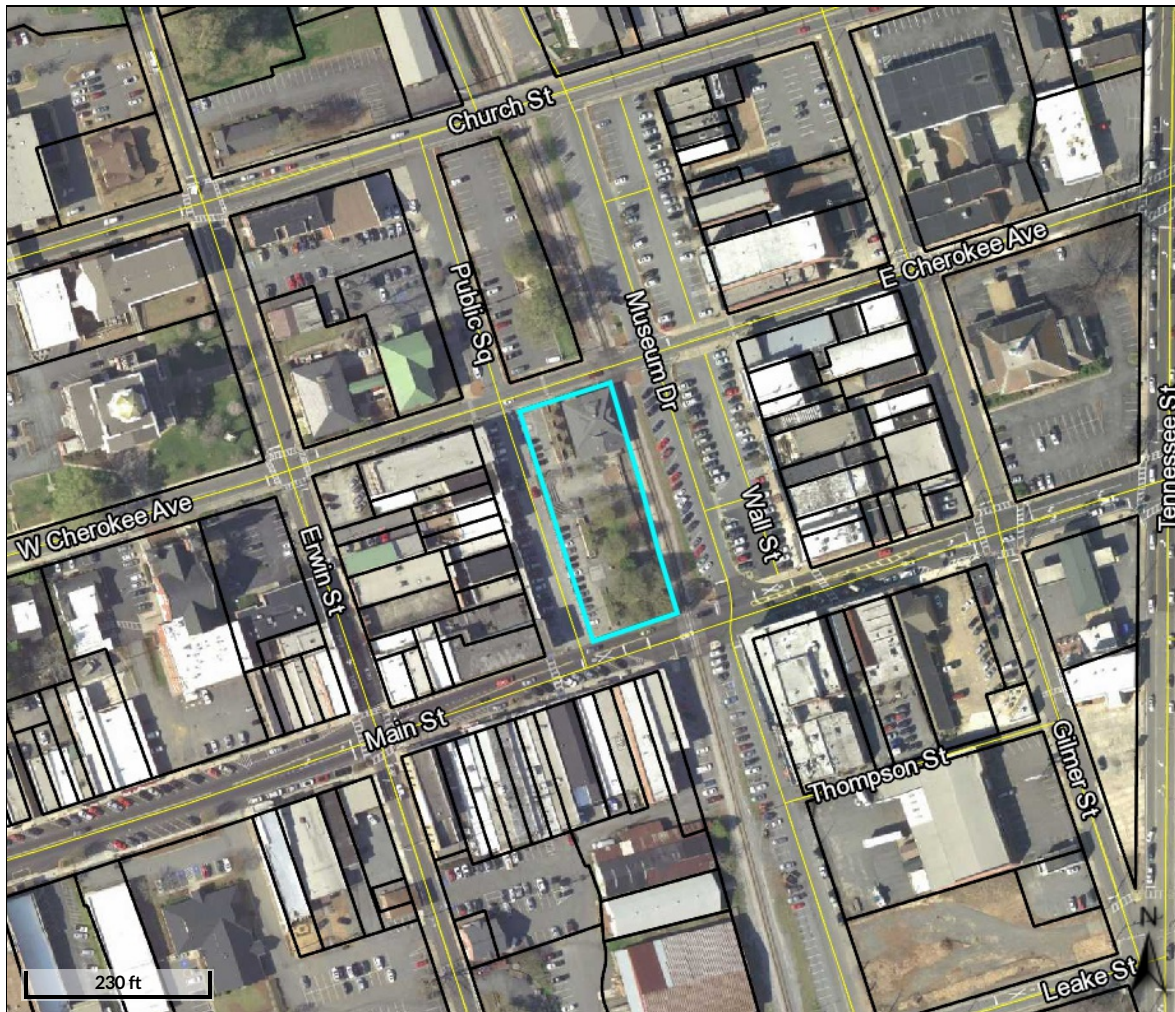
## **EXHIBIT “A”**

Being known as the Cartersville Train Depot, identified as 1 Friendship Plaza, Cartersville, Georgia 30120, and referenced in the Bartow County Tax Assessor’s Office as Tax Parcel Id: C001-0011-021, being in Land Lot 455, District 4, Section 3.

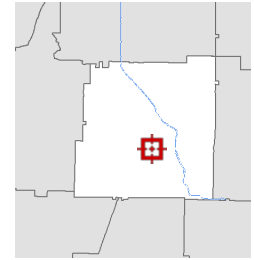


qPublic.net™

Bartow County, GA



## Overview



## Legend

- Parcels
- Roads
- City Labels

|                              |                                           |                     |        |                      |                       |
|------------------------------|-------------------------------------------|---------------------|--------|----------------------|-----------------------|
| <b>Parcel ID</b>             | C001-0011-021                             | <b>Alternate ID</b> | 46050  | <b>Owner Address</b> | CITY OF CARTERSVILLE  |
| <b>Sec/Twp/Rng</b>           | n/a                                       | <b>Class</b>        | Exempt |                      | P O BOX 1390          |
| <b>Property Address</b>      | 1 FRIENDSHIP PLAZA                        | <b>Acreage</b>      | 0.71   |                      | CARTERSVILLE GA 30120 |
|                              | Cartersville                              |                     |        |                      |                       |
| <b>District</b>              | Cartersville                              |                     |        |                      |                       |
| <b>Brief Tax Description</b> | LL455 LD4 S3 TRAIN DEPOT                  |                     |        |                      |                       |
|                              | (Note: Not to be used on legal documents) |                     |        |                      |                       |

Date created: 4/26/2019

Last Data Uploaded: 4/26/2019 12:10:11 AM

Developed by Schneider  
GEOSPATIAL



# City of Cartersville

City Council Meeting

5/2/2019 7:00:00 PM

Proposal for Etowah Bush School to Sublease Depot

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Department Name:</b>                   | Downtown Development Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Department Summary Recommendation:</b> | The Etowah Bush School, headed by Alexis Carter-Callahan and Sean Callahan, has made a proposal to the DDA regarding a sublease of a portion of the depot building that was historically the African American waiting room. They would like to use this room as a base of operations from which they would offer twice-weekly guided walking tours of downtown (the walking tour of African American history Alexis helped the DDA develop) as well as offering monthly cultural programs. The DDA Board has met regarding this proposal and recommends granting the DDA approval to execute a sublease with the Etowah Bush School. |
| <b>City Manager's Remarks:</b>            | Your approval of the proposal and the sublease with the Etowah Bush School is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

March 2019

Center of African American Art, Culture & History

A Proposal By Etowah Bush School for the creation of an African American Center for  
Scholarship and Learning

*Creating Community & Culturally Relevant Education*

**Etowah Bush School**

Etowah Bush School seeks to create space and opportunity for learning, engagement, and scholarship through the study of African American art, culture, and history.

We specialize in telling the story of the local, rural African American experience. Our work focuses on the use of visual arts, exhibits, tours, workshops, discussions, and community events. We aim to empower the local Bartow County community to engage and aid in constructing the diverse narrative of the African American story.

We hope that the following pages provide sufficient information for you to join us in the journey of furthering this cause.

In Peace and Justice,

Alexis Callahan and Dr. Sean Callahan

**Proposal**

Our proposal offers a coordinated plan crafted with the intent of building accessibility to the African American culture of Bartow County specifically, with a broader focus on the rural, African American experience in the American South.

Through the creation of the Bartow African American Heritage Trail, Etowah Bush School has been able to assist with engaging the community to participate in the project. We believe that we can further assist in continuing to build and grow interest in the past, present, and future of the African American narrative in Bartow County.

Etowah Bush School currently hosts and maintains the African American Downtown Business Walking Tour Facebook page. The group contains 76 members. Etowah Bush School historian, Alexis Callahan, has served as co-presenter in giving the keynote presentations during the unveiling of the downtown tour (December 2018), the Bartow History Museum's February "Lunch and Learn" presentation for Black History Month (February 2019), and a presentation for the retired teacher's organization of Bartow County at the Noble Hill Wheeler Memorial Center (February 2019). The most common requests from those that were unable to attend the past presentations, is to offer the tour on an on-going basis.

Etowah Bush School is looking to expand our reach by partnering with the local African American community, local institutions, and businesses. We would like to offer to facilitate weekly tours of the African American Downtown Walking Tour on two days per week according to the schedule listed below. In exchange, we would ask for an office space that would allow Etowah Bush School to establish a physical location.

We believe that we can grow the established following in the next 12 months and generate tourism and interest in the African American story of Cartersville, Bartow County, and the rural South.

### **Services**

Tours would be led by Etowah Bush School African American historian, Alexis Callahan. Tours would take place on the following days and times:

Tuesday from 10am-2pm

Thursday from 10am-2pm

Tour start times are 10am, 12pm, and 2pm

*Additional Services would include:*

Collection of tour fees (\$3/person) profit collected by the Train Depot

Creation of tour guide script

Log of names and email addresses of tour attendees

Management of the social media page

Monthly report of tour activity, roster, and earnings

Etowah Bush School is interested in occupying the “Colored” waiting room of the Downtown Railroad Depot. The historical significance of this space, as well as the central location, assists with providing accessibility for the tour and credibility for African American representation in the thread of the downtown community.

We are proposing a rental amount of \$100 per month, in addition to all monies collected from the African American downtown tour. Etowah Bush School would propose the use of this space for the span of 12 months, April 2019-April 2020. EBS has plans to open a cultural center in June 2020.

### **Projected Schedule 2019-2020**

Over the next twelve months, we are proposing the following topics as mini-exhibits to accompany the tour. We will create copies of historical images to accompany the respective month’s topic. These copies would include, but are not limited to, photographs, artifacts, letters, census records, and newspaper articles. These photographs would hang on the wall of the space

we are asking to occupy. Additionally, we would plan community events related to the topics listed. *Topics and events subject to change.*

**April 2019:** Cartersville African American Downtown Business District 1870-1940

*Associated event:* Debut of weekly Downtown walking tour.

**May 2019:** “We, too, like it nice.”: An exploration of the black relationship with recreation and environment.

*Associated event:* Outdoor hike opportunity; Possibility of event at George Washington Carver Park.

**June 2019:** “Towards Freedom”: A celebration of black liberation throughout the decades

*Associated event:* Juneteenth community event with Summer Hill and other local organizations.

**July 2019:** “What’s Going On?”: Musical greats on the rural chitlin circuit

*Associated event:* Possibility of small one day music/vendor festival.

**August 2019:** “Back to School”: Black education and integration

*Associated event:* Screening of “Back to School”, a short oral history account and documentary on the history of black education in Bartow County. Panel discussion including alumni of Summer Hill Schools, Mission Road Schools, Noble Hill Rosenwald School, and local district schools. The panel will discuss the transition from segregation and integration.

**September 2019:** “Green Book Travels”: Safe spaces and places for African American travel, 1940-1970

*Associated event:* Discussion of black travel through the use of local Green Book accounts. Possible outdoor screening of the film “Green Book.”

**October 2019:** “Who Are Your Folks?”: Stories of African American buried at Oak Hill Cemetery

*Associated event:* In conjunction with the Bartow History Museum, unveiling the guided walking tour of the historic Oak Hill Cemetery’s African American burial sections.

**November 2019:** “Give Thanks”: African American military involvement

*Associated event:* Fundraiser/Collection for military organizations; Panel discussion of military life for veterans and resources for acclimation into civilian life.

**December 2019:** “Black Families of Bartow County”: Prominent black family profiles

*Associated event:* Discussion of the lineage of prominent black families within the Bartow County community. Family participants include the Jones, Robinson, Callahan, Young, and Benham families.

***January 2020:*** “The Freedom Plow”: Black activism in Bartow County

*Associated event:* Black activism in Bartow County will be discussed in conjunction with celebration of Dr. Martin Luther King, Jr.’s birthday. Community service project (TBD) will take place. Breakfast and/or lunch will be served.

***February 2020:*** “Southern Hospitality” Enslaved life in the antebellum South

*Associated event:* An exploration of antebellum life in Bartow County. Specific focus on Mrs. Vinnie’s Cabin and associated artifacts. This project will be in conjunction with a larger temporary exhibit of the Fields plantation home. Possible tour of Mrs. Vinnie’s cabin (enslaved quarters) with discussion about how enslaved life differed throughout the state of Georgia.

***March 2020:*** “Notorious W.B.C. (Women of Bartow County)”: Profiles of powerful black women in Bartow County

*Associated event:* Women’s history month breakfast/brunch event to honor 3-5 black women in the Bartow County area for past, present, and future accomplishments.

**Previous Experience**

Etowah Bush School is comprised of husband and wife team, Dr. Sean Callahan and Alexis Callahan. Our backgrounds are rooted in education, history, psychology, diversity, inclusion, cultural awareness, and community involvement. Most important are our family ties to Cartersville. We both originate from a long lineage of history in the Bartow County community. Cartersville is our home and we are excited to be able to share the unique African American history of Bartow County with the community.

Individually and collectively, we have had the opportunity to work on the following projects:

***A Taste of Africa Keynote Speech***, Etowah Valley Historical Society Black History Month Event, February 2019. <http://daily-tribune.com/stories/a-taste-of-africa-set-for-feb-26,21377>

***Cartersville Historic Downtown African American Tour (February 2019):***

<http://www.daily-tribune.com/stories/cartersville-walking-tour-highlights-historic-african-american-businesses,20797>

***Affordable Learning Georgia Textbook Transformation Grant (Open Education Resources)***, University System of Georgia, October 2018, \$8000.

***Etowah Valley Historical Society article, George Washington Carver Park (Fall Edition, 2018):***

<https://evhsonline.org/archives/47346>

***Diversity and Inclusion Training***, Paulding County School District, Fall 2017

*Principal Investigators, Presidential Innovation Grant: Hip Hop As A Healing Practice: Art, Music, and Culture Symposium*, University of North Georgia, January 2016, \$5000

*Diversity and Inclusion Training*, Cartersville Police Department, Fall 2016

# Alexis Carter-Callahan

27 Oakbrook Drive | Cartersville, GA 30120 | 404.518.9604 |  
Toniacarter01@gmail.com

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## Education

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M.A., **United States History**, Armstrong State University, May 2015

B.S., **Criminal Justice Studies**, Georgia Southern University, December 2005

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## Professional Experience

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**eCore Instructor, History**  
*University of North Georgia*

January 2016-Present  
Online

**Middle School Social Studies Teacher**  
*Northwestern Middle School*

August 2016-February 2018  
Milton, GA

**Assistant Director of Multicultural Student Affairs**  
*University of North Georgia*

April 2015-August 2016  
Dahlonega, GA

**Diversity Specialist**  
*Kennesaw State University*

September 2014-March 2015  
Kennesaw, GA

**Campus Events/Student Life Coordinator**  
*Georgia Highlands College*

November 2010-August 2014  
Marietta, GA

**Graduate Research Internship**  
*Ralph Mark Gilbert Civil Rights Museum*

January 2010-August 2010  
Savannah, GA

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## Professional Affiliations

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Noble Hill Wheeler Memorial Center, Board Member, 2018-Present

Etowah Valley Historical Society African American Writer/Presenter, 2018-Present

# Alexis Carter-Callahan

27 Oakbrook Drive | Cartersville, GA 30120 | 404.518.9604 |  
Toniacarter01@gmail.com

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## Presentations

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*A Taste of Africa*, Etowah Valley Historical Society Black History Month Keynote Speaker, February 2019.

*Walking Tour of African American History in Downtown Cartersville, 1870-1940*, Bartow History Museum, December 2018.

*Microaggressions and Implicit Bias*, Teaching Content to Diverse Learners, MGED 3130 (Classroom Presentations), University of North Georgia, Spring 2016.

*Real Talk: Cultural Appropriation and (Mis)-Representation*, Diversity Awareness Presentation, University of North Georgia, Fall 2015.

*Fostering Innovation Through Diversity on Campus*, Georgia College Personnel Association Conference, November 2013.

*Exploring the Importance of Diversity in Student Leadership*, Georgia Highlands College Charge Into Leadership Conference, September 2012.

*Diversifying the System: A Look Into African American Entrance, Enrollment, and Involvement at Georgia Highlands College*, Georgia Highlands College Courageous Conversation Speaker Series, March 2011.

## Grants

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Independent Researcher, **Georgia Humanities: National Endowment for the Humanities Grant**, *Walking Tour of African American History in Downtown Cartersville, 1870-1940*.

Co-Principal Investigator, **Affordable Learning Georgia Textbook Transformation Grant (Open Education Resources)**, University System of Georgia, October 2018, \$8000.

Principal Investigator, **Presidential Innovation Grant**, University of North Georgia, January 2016, \$5000.

# Alexis Carter-Callahan

27 Oakbrook Drive | Cartersville, GA 30120 | 404.518.9604 |  
Toniacarter01@gmail.com

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## Published Works

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***The Beach: A Brief History of George Washington Carver Park***, Etowah Valley  
Historical Society Newsletter. February 2019. <https://evhsonline.org/archives/47346>

***Farmland and the Concrete Jungle***, Green for All (an Initiative of Dream Corps).  
September 2016. [http://www.greenforall.org/farmland\\_and\\_the\\_concrete\\_jungle](http://www.greenforall.org/farmland_and_the_concrete_jungle)



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**Possible Tenant for 19 N Erwin Street**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Presentations                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Summary Recommendation:</b> | A presentation will be made by Shelter Beer Company, LLC, the sole responder to our RFP for 19 N Erwin Street.                                                                                                                                                                                                                                                                                                                         |
| <b>City Manager's Remarks:</b>            | Shelter Beer Company, LLC will be at the meeting to present their proposal for the 19 N. Erwin Street and their plans for a brewery in the space. There will be several members from the company in attendance to present and answer any questions you may have. After the presentation, Council will need to decide if they will allow Shelter Beer Company, LLC to be the tenant of 19 N. Erwin Street for the purpose of a brewery. |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                        |



# City of Cartersville

**City Council Meeting**  
**5/2/2019 7:00:00 PM**  
**City-Shelter Due Diligence Access Agreement**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Summary Recommendation:</b> | This is a Due Diligence Access Agreement between the City of Cartersville and Shelter Beer Company, LLC.                                                                                                                                                                                                                                                                                        |
| <b>City Manager's Remarks:</b>            | If Council approves Shelter Beer Company, LLC to be the tenant for 19 N. Erwin Street after their presentation, then the company has requested a due diligence access agreement between the City and Shelter Beer Company, LLC in order to begin some due diligence work on the property. Your approval of this agreement is recommended should you approve them as the tenant of the property. |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                 |

## DUE DILIGENCE ACCESS AGREEMENT

This DUE DILIGENCE ACCESS AGREEMENT (this “**Agreement**”), dated as of April 12, 2019 (the “**Effective Date**”), is entered into between the **City of Cartersville** having an address at 1 North Erwin Street, Cartersville, GA 30120 (“**Owner**”), and **Shelter Beer Company, LLC** a Georgia limited liability company having an address at 19 North Erwin Street, Cartersville, GA 30120 (“**Shelter**”).

### RECITALS

WHEREAS, Owner is the owner of certain real property and improvements located at 19 North Erwin Street, Cartersville, GA 30120 (the “**Property**”).

WHEREAS, Owner and Shelter are conducting negotiations for the lease of the Property by Owner or it’s assigns to Shelter.

WHEREAS, Shelter desires a right of entry upon and access to the Property to inspect the Property and conduct due diligence investigations, tests, and other activities thereon in connection with its proposed tenancy of the Property and Owner is willing to grant Shelter access to the Property on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Shelter agree as follows:

1. Until the earlier of: (a) thirty (30) days after Effective Date; or (b) the earlier termination of this Agreement, Shelter and Shelter's agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, “**Shelter's Consultants**”) may enter upon the Property solely for the purpose of performing such investigations, inspections, analyses, surveys, tests, examinations, and studies as Shelter deems necessary or desirable in connection with the Property, its structure and Shelter's proposed tenancy of the Property. If a lease agreement is entered into between Shelter and Owner or it’s assigns for the Property, this Agreement shall immediately terminate as of the effective date of the lease agreement and be of no further force or effect, except as may otherwise be provided in the lease agreement.

2. Shelter's rights of access under this Agreement shall be subject to the following terms and conditions:

(a) there shall be no unreasonable disturbance or interference with the current occupant’s business at the Property or the use and occupancy of the Property by Owner, any tenants or subtenants at the Property, or their respective guests. Owner may from time to time establish reasonable rules of conduct for Shelter and Shelter's Consultants in furtherance of the foregoing;

(b) such entry shall be during the hours of 9 a.m. to 5 p.m., unless otherwise authorized in advance by Owner/such entry shall only be permitted at a time pre-arranged between Shelter and Owner.

(c) Owner or its agent reserves the right to be present at the Property during such entry; and

3. Shelter shall promptly repair any damage to the Property resulting from the performance of any inspections by Shelter or Shelter's Consultants, other than that arising from the discovery of any preexisting condition. Any restoration work remaining to be completed after thirty (30) days following termination of this Agreement may, at the option and in the sole discretion of Owner, be completed by Owner after giving Shelter written notice with a minimum of fifteen (15) business days within which to cure. Shelter will reimburse Owner for any costs associated with any such restoration work (supported by Owner's proof of need for repairs and costs expended). Notwithstanding the foregoing, Shelter shall not be responsible for any restoration work if it enters into a lease agreement with Owner.

4. Shelter and Shelter's Consultants shall comply with any federal, state, or local law, regulation, or ordinance applicable to any activity in which they engage while on the Property. Shelter shall not employ anyone or any company that may cause any jurisdictional or other dispute at the Property. All work at the Property shall be performed in a good and workmanlike manner in accordance with applicable laws. Shelter's Consultants shall be reputable consultancy firms duly licensed under applicable state laws, if required.

5. Each entity that enters the Property pursuant to this Agreement shall maintain, or cause to be maintained, the following insurance: (a) a policy of commercial general liability insurance, with a combined single limit of not less than \$2,000,000 in the aggregate; (b) workers' compensation insurance in statutory limits where the Property is located; and (c) automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident.

6. All activities performed by Shelter and Shelter's Consultants on the Property shall be at Shelter's sole cost and expense. Shelter shall not allow such entry or testing to result in liens, judgments, or other encumbrances being recorded against the Property. Nothing contained in this Agreement shall be construed in any way as consenting to allow or authorizing Shelter to subject the Property or the interest or estate of Owner to any lien or charge in respect of the work contemplated by this Agreement. Shelter shall immediately discharge of record any such lien, judgment, or other encumbrance at Shelter's sole cost and expense. This Section 6 shall survive the termination of this Agreement.

7. Shelter shall indemnify, defend, and hold harmless Owner and Owner's elected officials, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors, and attorneys or other advisors, and any successors or assigns of the foregoing, from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, without limitation, costs and reasonable attorneys' fees), suffered or incurred by Owner or any indemnified party arising out of or in connection with any violation of, or failure to comply with, the provisions of this Agreement by Shelter, any activity conducted by Shelter or Shelter's Consultants in connection with this Agreement, or the exercise of Shelter's rights under this Agreement, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by an existing condition at the Property or are caused by the gross negligence or willful misconduct of any indemnified party. This Section 7 shall survive the termination of this Agreement.

8. Owner shall make available to Shelter copies of property records, plans and specifications, operating and repair records, and such other documents regarding the Property

which Shelter reasonably requests. Shelter acknowledges and understands that Owner makes no representation or warranty whatsoever, express or implied, regarding the Property or the accuracy or completeness of any information or documents provided to Shelter regarding the Property, including, without limitation, regarding any hazards or dangers found at the Property. Shelter understands and acknowledges that it enters the Property at its own risk.

9. If Shelter elects not to proceed with the lease of the Property or the parties terminate negotiations of a lease agreement for any reason whatsoever, Shelter shall promptly upon Owner's request return to Owner copies of all due diligence materials delivered by Owner to Shelter and shall destroy all copies and abstracts thereof.

10. An event of default under this Agreement shall include any violation of the terms of this Agreement or the breach of any covenant by Owner or Shelter.

11. Shelter shall not have the right to assign its rights under this Agreement without Owner's written consent, in Owner's sole discretion; provided, however, that Shelter may assign this Agreement to any person or entity that is controlled by or under common control with Shelter pursuant to an assignment and assumption agreement in form reasonably satisfactory to Owner.

12. This Agreement may only be amended by an agreement in writing, signed by the party to be charged. In no event shall this Agreement or any document or memorandum of this Agreement be recorded without the prior consent of Owner, in its sole discretion.

13. This Agreement shall be governed by and interpreted in accordance with the laws of Georgia.

14. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This Agreement may be executed by the parties hereto in multiple counterparts, each of which when so executed and delivered shall be an original for all purposes, with all such counterparts together constituting one and the same instrument. A signed copy of this Agreement delivered by facsimile/e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods:

- (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;

(c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or

(d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 p.m eastern time zone on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Owner:

Name: City of Cartersville

Address: 1 North Erwin Street,  
Cartersville, GA 30120

Telephone: 770-387-5616

Facsimile: 770-386-5841

Email: [tbrock@cityofcartersville.org](mailto:tbrock@cityofcartersville.org)

with a copy to:

Name: E. Keith Lovel,  
Assistant City Attorney

Address: PO Box 1024  
Cartersville, GA 30120

Telephone: 770-386-1116

Facsimile: 770-382-7484

Email: [keithlovell11@gmail.com](mailto:keithlovell11@gmail.com)

To Shelter:

Name: Shelter Beer Company, LLC

Address: 19 North Erwin Street,  
Cartersville, GA 30120

Telephone:

Facsimile:

Email: iankennedy5@gmail.com

with an electronic copies to:

Name: Alex Brennan

Email:  
alex@eastmountaindevelopment.com

Name: Nathan Johns, Esq.

Email: njohns@mendenfreiman.com

Any party may change its address for purposes of this Section 16 by giving written notice as provided in this Section 16. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 16.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**SHELTER BEER COMPANY, LLC:**

By: \_\_\_\_\_

Name:

Title:

**CITY OF CARTERSVILLE**

By: \_\_\_\_\_

Name: Matthew J. Santini

Title: Mayor

Attest: \_\_\_\_\_

Meredith Ulmer, City Clerk