



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

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Jayce Stepp
Louis Tonsmeire, Sr.
Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 7/21/2016
Work Session – 6:00 P.M.

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. July 7, 2016 (Pages 1-6)

[Attachments](#)

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

1. File 16-02: Rezoning application by William Wright for property located at 118 Old Mill Road (approximately 65 acres) from R-20 (Single Family Residential) to L-I (Light Industrial) with conditions (Pages 7-83)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to Alcohol Ordinance Pertaining to Supermarkets (Pages 84-95)

[Attachments](#)

D. Other

1. Annual Assessment for Membership in the Northwest Georgia Regional Commission (Pages 96-97)

[Attachments](#)

E. Contracts/Agreements

1. Center Road Sewer Replacement (Pages 98-108)

[Attachments](#)

2. Annual EPD Drinking Water Lab Contract (Pages 109-111)

[Attachments](#)

3. General Release and Indemnity Agreement (Pages 112-115)

[Attachments](#)

4. Annual Software Support and Maintenance Agreement for 2016 (Pages 116-117)

[Attachments](#)

5. Emerson Intergovernmental Agreement (Pages 118-121)

[Attachments](#)

F. Grant Application/Acceptance

1. GDOT 2017 LMIG (Pages 122-126)

[Attachments](#)

G. Bid Award/Purchases

1. Property & Casualty Insurance Renewal (Page 127)

[Attachments](#)

2. Canon Copier (Pages 128-131)

[Attachments](#)

H. Resolutions

1. Requesting Creation of a Festival Zone (Pages 132-138)

[Attachments](#)

2. 98 Lease Pool Program Trustee Change and Amendment to Equipment List Resolutions (Pages 139-156)

[Attachments](#)

I. Monthly Financial Statement

1. May 2016 Financial Report (Pages 157-161)

[Attachments](#)

**ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES
OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT
770-387-5616.**



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
July 7, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	The minutes from July 7th are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 July 7, 2016
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member McDaniel

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney. Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. June 16, 2016

A motion to approve the June 16, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

B. Appointments

1. Deputy City Clerk

Randy Mannino, Planning and Development Director stated with the departure of Catheryn Hembree, a new Deputy City Clerk needed to be appointed. Meredith Ulmer has recently moved from Code Enforcement to the Planning/Clerk position and Mr. Mannino stated that he felt she was the best candidate for the job and recommended approval.

A motion to approve the appointment of Meredith Ulmer as Deputy City Clerk was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Connie Keeling, City Clerk administered the oath of office to Meredith Ulmer.

C. Bid Award/Purchases

1. Network Switches

Dan Porta, Assistant City Manager stated that the Fiber Department is working with the Bartow County Sheriff's Office to upgrade some network switches to allow better internet access and communication at the jail. This is part of the New World Systems software improvement and the \$6,000 cost will be reimbursed by Bartow County. Mr. Porta recommended approval.

A motion to approve the Fiber Network Switches was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

2. Traffic Signal Maintenance

Don Hassebrock, Electric Department Director stated that his department is responsible for the maintenance of traffic signals that are in the city and not on a DOT designated road. Currently the city maintains 12 traffic signals and 5 caution flashers. Bids were requested for the traffic signal maintenance and Mr. Hassebrock recommended the low bid from CBK Mechanical.

A motion to approve to approve the low bid from CBK Mechanical was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Electric Department Right-of Way Clearing Contract

Don Hassebrock, Electric Department Director stated that Electric Cities of Georgia bids out the Right-of-Way clearing and Maintenance Service Contract. The low bidder for this contract was awarded to Trees Unlimited from Cave Springs Georgia. Mr. Hassebrock stated that Trees Unlimited has been doing the city's tree work for the past 10 years, they require a minimum amount of supervision, and do quality work with few customer complaints. Mr. Hassebrock stated that this is a budgeted item and recommended approval.

A motion to approve the agreement with Trees Unlimited was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

4. Leaf Collection Body

Tommy Sanders, Public Works Director stated that bids had been requested for a Leaf Collection Body to be installed on a current truck whose chassis is in excellent condition but the existing leaf collection body manufacturer went out of business. The Garage recommended replacing the body instead of continuing repairs for this vehicle. Mr. Sanders recommended approval of the low bid from Carolina Environmental Systems for a Pac Mac LV25 Series Vacuum Body in the amount of \$65,550.00.

A motion to approve the low bid from Carolina Environmental Systems was made by Council Member Wren and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

5. PE Pipe Fusion Equipment

Michael Hill, Assistant Gas Superintendent stated that bids were requested for fusion equipment capable of joining 6 inch PE Pipe to replace a 20 year old piece of equipment. Mr. Hill recommended approval of the low bid from HD Supply Fusible Piping in the amount of \$8,146.48.

A motion to approve the low bid from HD Supply was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

6. Gas Department Civil Work

Michael Hill, Assistant Gas Superintendent stated that this agreement is for the civil engineering site design for the Old Mill Property by Civilogistic. This work will be performed after the hydrologic and geotech work is done and the results are satisfactory. Mr. Hill stated that the cost for this work is \$28,500.00 and recommended approval.

A motion to approve the agreement with Civilogistic was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

7. Gas Department Copier

Michael Hill, Assistant Gas Superintendent stated that his staff had requested information to replace the current copier in their department which is 13 years old. Mr. Hill recommended approval of the bid for a Canon Copier Image Runner with maintenance agreement in the amount of \$7,495.00.

A motion to approve the purchase as presented was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

D. Contracts/Agreements

1. Transco Service Agreement

Michael Hill, Assistant Gas Superintendent stated that this agreement is for 5,000 Decatherms per day on Transco's Dalton Lateral. Mr. Hill recommended approval.

A motion to approve the Transco Service Agreement was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Annual Firehouse Software License Agreement

Scott Carter, Fire Chief stated that this is the annual Firehouse Software license agreement for record management utilized by his department for all incidents, inspections, and record management needs. Chief Carter recommended approval of this renewal in the amount of \$6,850.00.

A motion to approve Firehouse Software License Agreement was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

E. Other

1. Georgia Municipal Association Membership Dues

Sam Grove, City Manager stated that this is the invoice for the annual Georgia Municipal Association 2016-2017 membership dues in the amount of \$6,462.04 and recommended approval.

A motion to approve the GMA Membership Dues was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Expenditure of SPLOST 2003 Funds

Dan Porta, Assistant City Manager stated that currently there is \$373,097 in the 2003 SPLOST funds bank accounts with only a small portion of these funds allocated for expenditure. Staff is recommending the remaining funds be expended on roadway infrastructure some of which would be the FY2016-17 LMIG match. If council approves of this, staff will bring before city council at future meetings roadway infrastructure projects for approval until funds are depleted.

A motion to approve the Expenditure of SPLOST 2003 Funds as presented was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Pension Prepayment

Dan Porta, Assistant City Manager stated that city retirees are paid their monthly pension benefit on the first of every month and in order to fund these payments Benefit Trust, who holds city's pension assets, must sell some of the pension assets monthly to make these payments. Benefit Trust normally sells these assets within the last few days of each month. Due to the recent referendum in Britain to leave the European Union, U.S. Stock markets have declined around 5%. This quick decline in the stock market meant that the city's pension assets were worth less in just a matter of days. The Pension Plan Investment Advisor called and felt that the stock markets may be overreacting and that if the city could pre-fund the July payroll pension contributions the city could save money by not having to sell pension assets due to the quick downturn in the stock market. Mr. Porta stated that this was a time sensitive matter and requested council approval of this pension payment prefunding.

A motion to approve Pension Prepayment was made by Council Member Wren and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

4. Invoice – Bartow County Landfill

Greg Anderson, Parks and Recreation Superintendent stated that this invoice from the Bartow County Solid Waste in the amount of \$5,630.70 is for material resulting from the demolition of Dellinger Park buildings. Mr. Anderson recommended approval.

A motion to approve Invoice from Bartow County Landfill was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 4-0

Council Member Tate wanted to congratulate Fire Chief Scott Carter for his appointment to the Georgia State Indemnification Commission. Mayor Santini wanted to thank all those who worked to make the 4th of July Celebration a success.

After announcements a motion to adjourn the meeting was made by Council Member Tonsmeire and needing no second. Motion carried unanimously. Vote 4-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

7/21/2016 7:00:00 PM

File Z16-02: Rezoning application by William Wright for property located at 118 Old Mill Road (approximately 65 acres) from R-20 (Single Family Residential) to L-I (Light Industrial with conditions)

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	This property is 118 Old Mill Road, located on the south side of the road near the intersection with S. Erwin Street. There are a variety of uses adjacent to the property – industrial, restaurant, gas station, office, and residential south of this portion of the property. There are no structures on this section of the property proposed for rezoning – the houses, barns, and other structures are to the south of the area proposed for rezoning and are proposed to remain as such. The adjacent 17 acres to the east of the subject request was annexed and zoned (AZ08-13) to the H-I zoning district in 2008. The applicant seeks to rezone a 63.5 acre portion of the property from R-20 to L-I with conditions “ to allow uses consistent with the neighboring and nearby properties” based on the application. Because the original (as well as new) application noted that they are seeking up to a million square feet, the request met the threshold for requiring it to proceed through the States Development of Regional Impact (DRI) review process. The Northwest Georgia Regional Commission (NWGRC) did return a favorable recommendation noting the proposed project is consistent with local and regional plans, and encouraged to review and implement comments and guidelines presented. PLANNING COMMISSION RECOMMENDATION: DENIAL
City Manager's Remarks:	The Planning Commission recommends denial of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

PLANNING AND DEVELOPMENT

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

File # **Z16-02**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

William Wright has made a Rezoning request on the following property: Approximately 63.5 acres located at 118 Old Mill Road in Land Lot(s) 625 & 672 of the 4th District, 3rd Section, from the R20 (Single Family Residential) zoning district to the LI* (Light Industrial w/ conditions) zoning district.

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
 Yes _____ No _____
 If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
 Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

 TITLE: _____

DATE: _____

ZONING SYNOPSIS

Petition Number(s): **Z16-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **William Wright**

Representative: **David Flint**

Property Owner: **William Wright**

Property Location: **118 Old Mill Road**

Access to the Property: **Old Mill Road**

Site Characteristics:

Tract Size: Acres: **63.5 acres** District: **4th** Section: **3rd** LL(S): **625, 672**

Ward: **3** Council Member: **Louis Tonsmeire, Sr.**

LAND USE INFORMATION

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

Proposed Zoning: **L-I (Light Industrial) with conditions * See attached conditions as proposed by the applicant as part of the application package**

Proposed Use: **To allow uses consistent with neighboring and nearby properties**

Current Zoning of Adjacent Property:

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

South: **R-20 (Residential)**

East: **H-I**

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

The Future Development Plan designates the subject property as: **Suburban Living**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

(Comments from Z-15-04) Per the traffic study the Level of Service at South Bridge and SR 3 will go below acceptable levels due to the increase in EB traffic on South Bridge. This is an off-site impact that we recommend be addressed. It should be noted that this is on GDOT right-of-way therefore plans would have to be submitted to and coordinated with GDOT for approval to revise the signal permit before any improvements could commence.

We do not concur with the conclusion that no turn lanes are necessary at the driveways, but that is on-site impact and can be addressed through the regular plan review process.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

This property is 118 Old Mill Road, located on the south side of the road near the intersection with S. Erwin Street. There are a variety of uses adjacent to the property – industrial, restaurant, gas station, office, and residential south of this portion of the property. There are no structures on this section of the property proposed for rezoning – the houses, barns, and other structures are to the south of the area proposed for rezoning and are proposed to remain as such. The adjacent 17 acres to the east of the subject request was annexed and zoned (AZ08-13) to the H-I zoning district in 2008. The applicant seeks to rezone a 63.5 acre portion of the property from R-20 to L-I with conditions “ to allow uses consistent with the neighboring and nearby properties” based on the application. Because the original (as well as new) application noted that they are seeking up to a million square feet, the request met the threshold for requiring it to proceed through the States Development of Regional Impact (DRI) review process. The Northwest Georgia Regional Commission (NWGRC) did return a favorable recommendation noting the proposed project is consistent with local and regional plans, and encouraged to review and implement comments and guidelines presented.

STANDARDS FOR EXERCISE OF ZONING POWERS.

(SEE application for applicants responses to each standard)

1. *The existing land uses and zoning of nearby property.*
There are a variety of zoning districts adjacent to this property – H-I, L-I, G-C, O-C, R-20, and Bartow County jurisdiction. Uses vary from industrial, gas station, restaurant, office use, as well as residential on the south end of the subject property.
2. *The suitability of the subject property for the zoned purposes.*
The subject property may not be that suitable for low density R-20 type development given the primary access location in an industrial area, and more heavy industrial and commercial property than residential directly adjacent..
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposal does leave extensive residential property with an expanded buffer adjacent to the developed residential property which is 1,500+/- feet from the proposed light industrial. It could be difficult to market new residential development (if the subject property was developed as such) which accesses a neighborhood from a primarily industrial area.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
As currently zoned for single-family residential development, the property is unusual in that a large portion of the property is touching or adjacent to commercial and industrial zoning, and the primary access would be from an industrial area.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*

There are a variety of uses adjacent to this property – heavy industrial, light industrial, restaurant, gas station, power substation, office, and residential.

6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*

The biggest concern about use or usability would be the portion of the tract that is not being requested for re-zoning. The remaining portion of this tract (approximately 60 acres) will remain zoned residential, and is situated directly adjacent to the closest nearby residential development.

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

The proposal is not in conformity with the “Character Area – Future Development Map” portion of the Comprehensive Plan.

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

Utility, Public Works, and Planning & Development staff would review any future development/redevelopment based on the adopted regulations.

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

Utility, Public Works, and Planning & Development staff would review any future development/redevelopment based on possible use on roads, utilities, and other factors. The City’s utility departments had no objections to the application. The applicant has submitted a traffic study that does identify impacts to the roadway network.

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

The fact that large portions of touching and adjacent properties are zoned nonresidential and are used for industrial and commercial purposes may affect potential approval or disapproval of the proposal. The annexation and zoning to H-I in 2008 of the 17 acres directly adjacent to the eastern boundary of the subject application does provide for changing conditions.

STAFF RECOMMENDATION:

Though there are some conflicting standards, L-I with the applicant submitted conditions does seem more appropriate than the previous H-I request and the existing R-20 zoning.

The conditions proposed by the applicant do seem more reasonable, eliminating many of the L-I uses that could be of concern in the future, as well as adding additional buffer standards, lighting standards, and updated traffic study.

There is still concern about the traffic impact as mentioned in the Public Works Department comments and submitted traffic study. Again, the applicant has tried to address those concerns in the proposed conditions.

PLANNING COMMISSION RECOMMENDATION:

LAW OFFICES
SCHREEDER, WHEELER & FLINT, LLP
1100 PEACHTREE STREET, NE
SUITE 800
ATLANTA, GEORGIA 30309-4516

(404) 681-3450
FACSIMILE: (404) 681-1046

Mark W. Forsling

E-Mail: mforsling@swflfp.com

June 2, 2016

Mr. Randy Mannino
City of Cartersville Planning
and Development Director
10 North Public Square
Cartersville, Georgia 30120

Re: Rezoning Application of William Wright

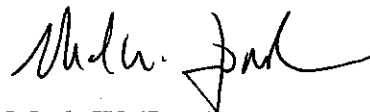
Dear Mr. Mannino:

Enclosed please find the rezoning application of our client, William Wright, for 63.5 acres of his property located at 118 Old Mill Road. Mr. Wright seeks rezoning of this portion of his property from R-20 to L-I, subject to the conditions which we have attached as a part of the application. Also enclosed is a check payable to the City of Cartersville for the \$400 filing fee.

In connection with the application, we have prepared responses to the ten standards for governing the exercising of the zoning power set forth in section 22.9 of the Cartersville zoning ordinance. Each of these standards supports the grant of the rezoning application.

In the event the property is rezoned as requested, Mr. Wright agrees to apply for conservation use valuation assessment (CUVA) under state law (O.C.G.A. §48-5-7.4) by entering into a ten year CUVA covenant for agricultural lands.

Sincerely,



Mark W. Forsling

MWF
Enclosures

cc: William Wright

K:\9397\1\Correspondence\ltr. w rezoning app.docx

Item # 2

Application for Rezoning

Planning and Development Department
 10 North Public Square
 City of Cartersville
 (770) 387-5600

Application Number Z16-02

Hearing Dates PC - 7/12/16 CC1 7/21/16
CC2 8/4/16

Applicant <u>William Wright</u> (applicant's printed name)		Business/Cell Phone <u>770-547-8916</u>	
Address <u>118 Old Mill Road</u>		Home Phone <u>n/a</u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30120</u>	Email <u>mforsling@swfllp.com</u>
Representative <u>David H. Flint</u>		Phone <u>404-681-3450</u>	Fax # <u>404-681-1046</u>
(Representative's printed name (if other than applicant))			
<u>David H. Flint</u>		<u>William Wright</u>	
Representative's signature		Applicant's signature	
Signed, sealed and delivered in presence of:			
<u>Mark Forsling</u>			
Notary Public		My commission expires:	

Titleholder <u>William Wright</u> (titleholder's printed name)	Business Phone <u>770-547-8916</u>	Home <u></u>
*attach additional notarized signatures as needed on separate application page Address <u>118 Old Mill Road</u>		
Signature <u></u> <u>Cartersville, GA 30120</u>		
Signed, sealed, delivered in presence of:		
<u>Mark Forsling</u>		
Notary Public		

Present Zoning District(s) <u>R-20</u>	Requested Zoning <u>L-I with conditions</u>
Acreage <u>63.5</u>	Land Lot(s) <u>625 & 672</u>
District(s) <u>4th</u>	Section(s) <u>3rd</u>
Location of Property <u>118 Old Mill Road (Erwin St. & Old Mill Rd.)</u> (street address, nearest intersections, etc)	
Reason for requested Rezoning: <u>To allow uses consistent with the neighboring and nearby properties.</u> (attach additional statement as necessary)	

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

ZONING CONDITIONS – WILLIAM WRIGHT PROPERTY

The applicant proposes that the rezoning of the subject property be subject to the following conditions as provided by Cartersville Zoning Ordinance § 22.2.7:

1. A berm shall be constructed with tree plantings as shown on the attached drawing provided that the building proposed on the subject property, once constructed, is 500,000 square feet or greater. At a minimum, said buffer standards shall be in accordance with section 4.17 of the City Zoning Ordinance. Also, in addition to the berm shown, the landowner or his agent will extend the berm and tree plantings around the detention pond on the east side of the property as depicted on attached drawing. The proposed road will be below the berm as shown on the drawing.
2. Exterior lighting will be designed and installed so that all site and building-mounted luminaires produce a maximum initial illuminance value no greater than 0.20 horizontal and vertical foot candles (2.0 horizontal and vertical lux) at the LEED project boundary which is defined as the dividing line between that portion of applicant's property being rezoned to L-I and the portion remaining zoned R-20, exclusive of other ambient, third party light noise.
3. Once an end-user of the property is determined, the landowner or his agent will perform a future traffic study to be provided as part of the City's plan review process provided the following conditions are met: (1) the actual use is not office/warehouse; (2) a traffic engineer at Robinson Transportation Consultants, LLC, is used to conduct the study; and (3) the baseline travel data from the October 21, 2015 traffic study previously prepared by Robinson Transportation Consultants is used. Compliance with the traffic study's recommended on-site improvements shall be required, provided there is a cap of \$75,000 required to be spent by the end-user.
4. On-site noise shall be not exceed the limits set forth in the Cartersville noise ordinance (Cartersville Code § 11-101).
5. The light industrial building to be constructed on the subject property shall not exceed 1,000,000 square feet.
6. The following uses which are otherwise allowed in the L-I Zoning District under § 10.1.2(A) of the Cartersville Zoning Ordinance are prohibited:
 - Adult entertainment establishments (SU).*
 - Amateur radio transmitter.
 - Automotive storage yards and wrecker service.

- Aviation airports.
- Bus stations.
- Cheerleading/gymnastics facilities and indoor athletic training facilities.
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU)*
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Indoor recreation facilities.
- Outdoor golf driving ranges.
- Public utility facilities.
- Radio, television, or other communication towers.
- Religious institutions (SU)*
- Repair garage, automotive (no outdoor storage of inoperable and/or dismantled vehicles).
- Repair garage, heavy equipment (no outdoor storage of inoperable and/or dismantled trucks and equipment).
- Research facilities.
- Schools, private (SU).*
- Tatoo/body piercing parlors (SU)*
- Taxi stands.

*Special use approval required.

7. Truck loading and unloading at the building to be constructed on-site shall be prohibited on the side of the building facing The Waterford subdivision. This shall not prohibit truck traffic on all sides of the building.

REZONING APPLICATION OF WILLIAM WRIGHT

STANDARDS FOR GOVERNING THE EXERCISE OF ZONING POWER

Section 22.9 of the Cartersville Zoning Ordinance sets forth the following standards for governing the exercise of the zoning power. This rezoning application meets each of the standards as set forth below:

1. The existing land uses and zoning classification of nearby property.

Applicant's response: The subject property is immediately adjacent to an existing BP gasoline/convenience store; across Old Mill Road from a tract zoned and used as H-I (Heavy Industrial); and across S. Erwin Street from a tract zoned and used as L-I (Light Industrial). A 17 acre tract east of and adjacent to the property was zoned H-I in 2008. **Thus, the existing land uses and zoning classifications of nearby properties favor the grant of the rezoning request.**

2. The suitability of the subject property for the zoned purposes.

Applicant's response: The subject property is presently zoned R-20, which is a low density residential district. R-20 is the lowest density residential zoning district in the City of Cartersville. It requires the largest residential minimum lot (20,000 square feet) in the City. **Given its proximity to heavy and light industrial uses, development of the property for residential purposes is not suitable.**

3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

Applicant's response: There is no gain to the public by requiring the property to remain zoned for residential uses because residential use and development is not desirable or economically feasible given the heavy and light industrial uses in the immediate vicinity of the property. **The hardship imposed upon the owner is his inability to sell or use the property under its current zoning, even though he is required to pay property taxes annually.**

4. Whether the subject property has a reasonable economic use as currently zoned.

Applicant's response: The property does not have a reasonable economic use under its current R-20 residential zoning.

5. Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property.

Applicant's response: The proposed light industrial zoning will be a use that is suitable in view of the use and development of adjacent and nearby properties. Nearby properties are used for commercial, light industrial and industrial purposes.

6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.

Applicant's response: The proposed zoning will not adversely affect the use or usability of adjacent or nearby properties which are currently used for commercial, light industrial and heavy industrial purposes. **The conditions the applicant is requesting in connection with the rezoning will ensure that the proposed rezoning does not adversely affect any existing residences in the vicinity of the property.**

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

Applicant's response: While the zoning proposal is not in conformity with the City's future development map (dated October 25, 2007) because it is in an area labeled Suburban Living, it is in the same position as the adjacent light and heavy industrial uses. Those properties, which are currently zoned **and used** for industrial purposes, are also in the City's comprehensive plan under the label "Suburban Living." **However, the DRI report of the Northwest Georgia Regional Commission states that the proposed development is consistent with the Regional Development Map.**

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

Applicant's response: The zoning conditions proposed by the applicant will ensure that use of the property under a light industrial zoning will not adversely affect the environment.

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

Applicant's response: The infrastructure of the City of Cartersville and Bartow County provides adequate streets, transportation facilities, and utilities for a new light industrial use of the property. The intersection of State Hwy. 293 and Red Top Mountain Road has recently been improved to provide direct access to Interstate

Hwy. 75. The DRI report prepared by the Northwest Georgia Regional Commission states that the economic returns associated with the development will offset the local costs for any infrastructure and service enhancements necessary to serve the development. The DRI report also requires a traffic study for the eventual user of the site. Finally, truck traffic is regulated by Cartersville Code § 12-1014.

The proposed use of the property will have no impact on Bartow County schools, whereas development of the property as a residential community would have an impact on schools.

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

Applicant's response: The existing uses of the adjacent and nearby properties for commercial and heavy and light industrial uses gives supporting grounds for the approval of the zoning proposal. The separation of the property from any existing residential subdivisions by distance, trees and vegetation and the proposed berm show that there are no conditions giving supporting grounds for disapproval of the zoning proposal.

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

NAMEADDRESS

1.

	Name	Physical Address	Mailing Address
1	Georgia Power Company	Uninc Bartow County	241 Ralph McGill BLVD NE, Atlanta, GA 30308-3374
2	Mill Road Partners LLC	101 Old Mill Road, Cartersville, GA 30120	2175 Union Blvd, Bay Shore, NY 11706
3	Southland Investment Holdings, LLC	114 Old Mill Road, Cartersville, GA 30120	114 Old Mill Road, Cartersville, GA 30120
4	Chemical Products Co.	106 Old Mill Road, Cartersville, GA 30120	PO Box 2470, Cartersville, GA 30120
5	Chemical Products Co.	108 Old Mill Road, Cartersville, GA 30120	PO Box 2470, Cartersville, GA 30120
6	William Wright	Old Mill Road, Cartersville, GA 30120	PO Box 68, Cartersville, GA 30120
7	Ti Group Automotive System, LLC	2 Swisher Drive, Cartersville, GA 30120	1272 Doris Rd, Auburn Hills, MI 48326
8	Albemarle Corporation	Swisher Drive, Cartersville, GA 30120	451 Florida Street, Baton Rouge, LA 70801
9	Immanuel Broadcasting Network	779 Erwin St, Cartersville, GA 30120	PO Box 1090, Cartersville, GA 30120
10	Springs Commerce Center 1	765 Erwin St, Cartersville, GA 30120	Tax Dept, PO Box 70, Fort Mill, SC 29716
11	Atco Rubber Products Inc	765 Erwin St, Cartersville, GA 30120	PO Box 850186, Mesquite, TX 75185-0186
12	ATR Realty LLC	707 Erwin St, Cartersville, GA 30120	6112 Canoe Ct, Fowery Branch, GA 30542
13	Prashad Company LLC	122 Old Mill Road, Cartersville, GA 30120	122 Old Mill Road, Cartersville, GA 30120

13.

14.

15.

16.

17.

18.

19.

20.

Attach additional names if necessary

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

Advertisement of Public Hearing**NOTICE OF PUBLIC HEARING**

The City of Cartersville Planning Commission will hold a public meeting on 7 /12/16
at 6:00 p.m. in the City Hall Council Chambers, 3rd Floor, City Hall at 10 North Public Square,
Cartersville, Georgia.

The Planning Commission will review an application by William Wright
requesting rezoning for property located at 118 Old Mill Road in Land
Lot(s) 625 and 672 of the 4th District, 3rd Section, from the
R-20 zoning district to the L-I zoning district.
Said property contains 63.5 acres.

The Cartersville City Council will hold the first reading on 7/21/16 at 7:00 p.m.
7:00 p.m. in the City Hall Council Chambers to consider the recommendation of the Planning
Commission on the above mentioned application. The Cartersville City Council will have a
second reading and final action on said application. The Cartersville City Council will have a
second reading and final action on said application on 8/4/16 at 7:00 p.m.
in the City Hall Council Chambers.

Please contact the City of Cartersville Planning & Development at City Hall, 2nd Floor, 10 North
Public Square, Cartersville, Georgia 30120 or (770) 387-5600 to receive information on the
filing thereof.

If you have interest in the proposed rezoning as stated above, you are encouraged to attend the
meetings as stated herein.

CITY OF CARTERSVILLE

Case # 216-02

APPLICANT FOR REZONING ACTION CAMPAIGN DISCLOSURE REPORT

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: 6/2/16
 Date Two Years Prior to Application: 6/2/14
 Date Five Years Prior to Application: 6/2/11

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

	YES	NO
Mayor: Matt Santini	<u> </u>	<u>X</u>
Council Member:	<u> </u>	<u>X</u>
Kari Hodge	<u> </u>	<u>X</u>
Jayce Stepp	<u> </u>	<u>X</u>
Louis Tonsmeire, Sr.	<u> </u>	<u>X</u>
Lindsey McDaniel, Jr.	<u> </u>	<u>X</u>
Dianne Tate	<u> </u>	<u>X</u>
Taff Wren	<u> </u>	<u>X</u>
Planning Commission		
Sandra Cline	<u> </u>	<u>X</u>
Harrison Dean	<u> </u>	<u>X</u>
Robert Ed Hicks	<u> </u>	<u>X</u>
Ralph H. Miller, Jr.	<u> </u>	<u>X</u>
Lamar Pendley	<u> </u>	<u>X</u>
Travis Popham	<u> </u>	<u>X</u>
Jeffery Ross	<u> </u>	<u>X</u>

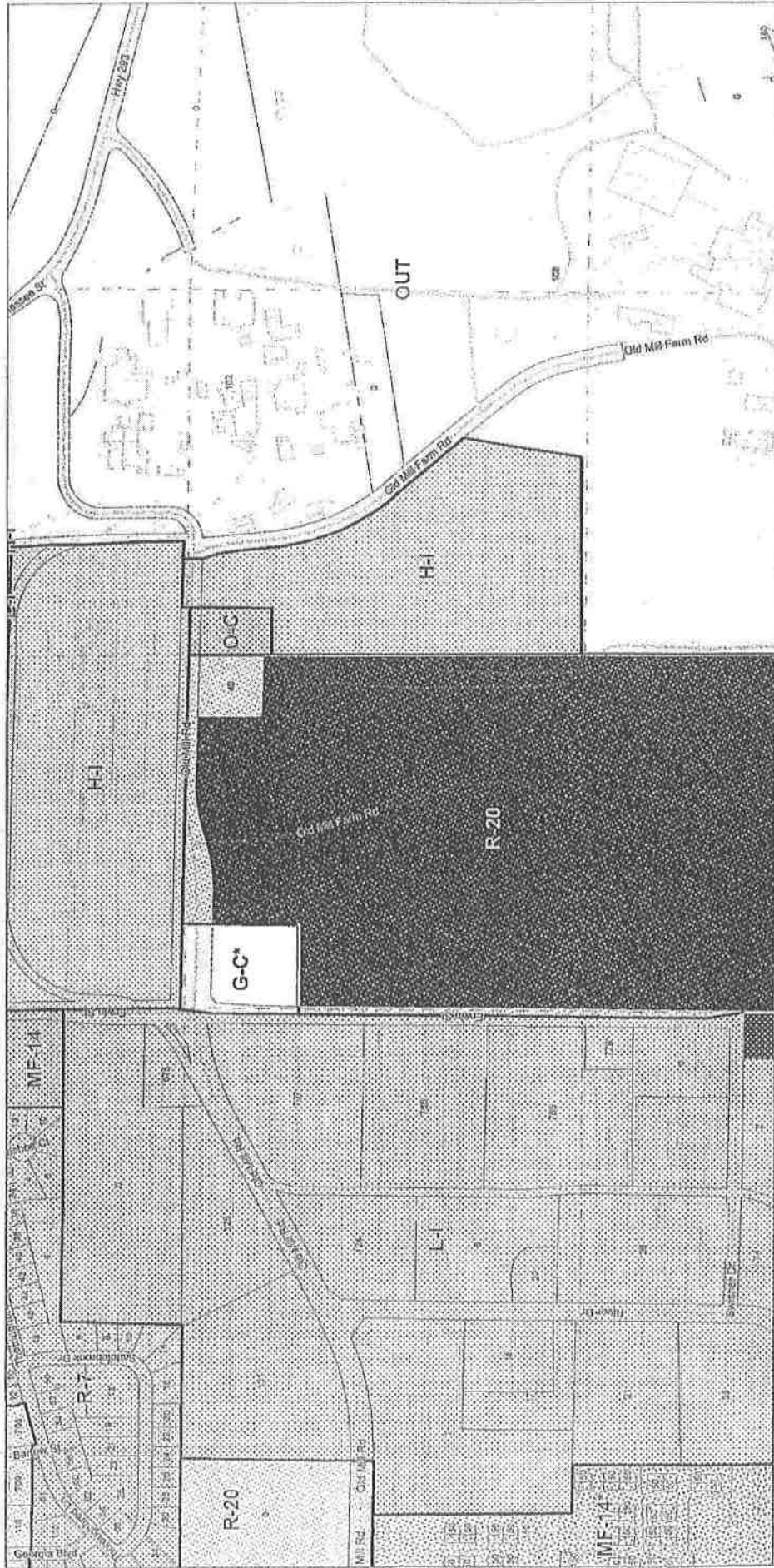
2. If the answer to any of the above is Yes, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

William Wright 6/2/16
 Signature Date

William Wright
 Print Name

Old Mill Rd & S. Erwin St - rezoning R-20 to L-I

Item # 2



ZONING – CONSTITUTIONAL OBJECTIONS

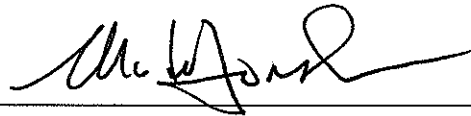
The failure to allow applicant's proposed use or to grant the requested zoning would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Denial of the application would constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because it would bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

The Applicant respectfully submits that the Cartersville City Council's failure to approve the requested rezoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to allow the use in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the use in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

This 2 day of June, 2016.



MARK W. FORSLING
Attorney for Applicant

Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30303
(404) 681-3450



Recent Sales in Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Bartow Home
Owner and Parcel Information					
Owner Name	WRIGHT WILLIAM W	Today's Date	June 23, 2016		
Mailing Address	P O BOX 68	Account Number	36373 (Parcel #: C040-0001-001)		
	CARTERSVILLE, GA 30120	Tax District	(District)		
Location Address	118 OLD MILL RD	2015 Millage Rate			
Legal Description	LL625 ETAL LD04 S 3	Acres	0		
Property Usage	0120 (0120)	Parcel Map	Show Parcel Map		
Neighborhood		Homestead	N		
Plat Book/Page	/	Lot # / Block #	/		

Tax Year Value Information				
Tax Year	Land Value	Building Value	Misc Value	Total Market Value
2016	\$ 630,400	\$ 606,500	\$ 169,900	\$ 1,406,800
2015	\$ 630,400	\$ 512,300	\$ 169,900	\$ 1,312,600

Land Information					
Land Use	Number Units	Unit Type	Land Type	Frontage	Depth
0120 (0120)	152.56	Acres	T	0	0
9612 (9612)	5	Acres	T	0	0
0120 (0120)	0	Acres	T	0	0
9612 (9612)	0	Acres	T	0	0
0120 (0120)	0	Acres	T	0	0
9612 (9612)	0	Acres	T	0	0
0120 (0120)	0	Acres	T	0	0
9612 (9612)	0	Acres	T	0	0
0120 (0120)	0	Acres	T	0	0
9612 (9612)	0	Acres	T	0	0
0120 (0120)	0	Acres	T	0	0

Building Information							
Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
SingleFamily	6,210	5,137	1 story house	Drywal/Shtrk	Stucco on Concrete Block	1955	0
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire PI
Continuous Ft	Hip	AsphComp Shg	Carpet with 50% Hardwood	Air-Ducted	5.5	AbvAv/Custom	1
Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
SingleFamily	4,389	3,778	1 and a half story house	Drywal/Shtrk	Stucco or Tile on Wood Frame	1988	0
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire PI
Continuous Ft	Hip	AsphComp Shg	Carpet with 50% Ceramic TI	Air-Ducted	4.0	Average	0

Item # 2

Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
SingleFamily	1,382	1,327	1 and a half story house	Drywal/Shtrk	Stucco on Concrete Block	1960	0
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire Pl
Continuous Ft	Gable	AsphComp Shg	Sheet Vinyl	Air-Ducted	2.0	Minimum	0
Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
SingleFamily	1,092	784	1 story house	Drywal/Shtrk	Wood on Sheathing or Plywood	1965	0
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire Pl
Continuous Ft	Gable	AsphComp Shg	Carpet with 50% PlywdLino	Air-Ducted	1.0	BelowAverage	0
Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
SingleFamily	2,256	2,044	1 story house	Drywal/Shtrk	Stucco or Tile on Wood Frame	1965	0
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire Pl
Continuous Ft	Gable	AsphComp Shg	Carpet with 50% PlywdLino	Air-Ducted	1.0	Average	1
Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
SingleFamily	3,200	1,792	2 story house	Drywal/Shtrk	Log Base	1986	0
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire Pl
Continuous Ft	Gmbri/Mansrd	AsphComp Shg	Sheet Vinyl with 50% Carpet	Air-Ducted	3.0	Average	1

Building Sketch Preview

[Enlarge Sketch](#)

Building Photo Preview

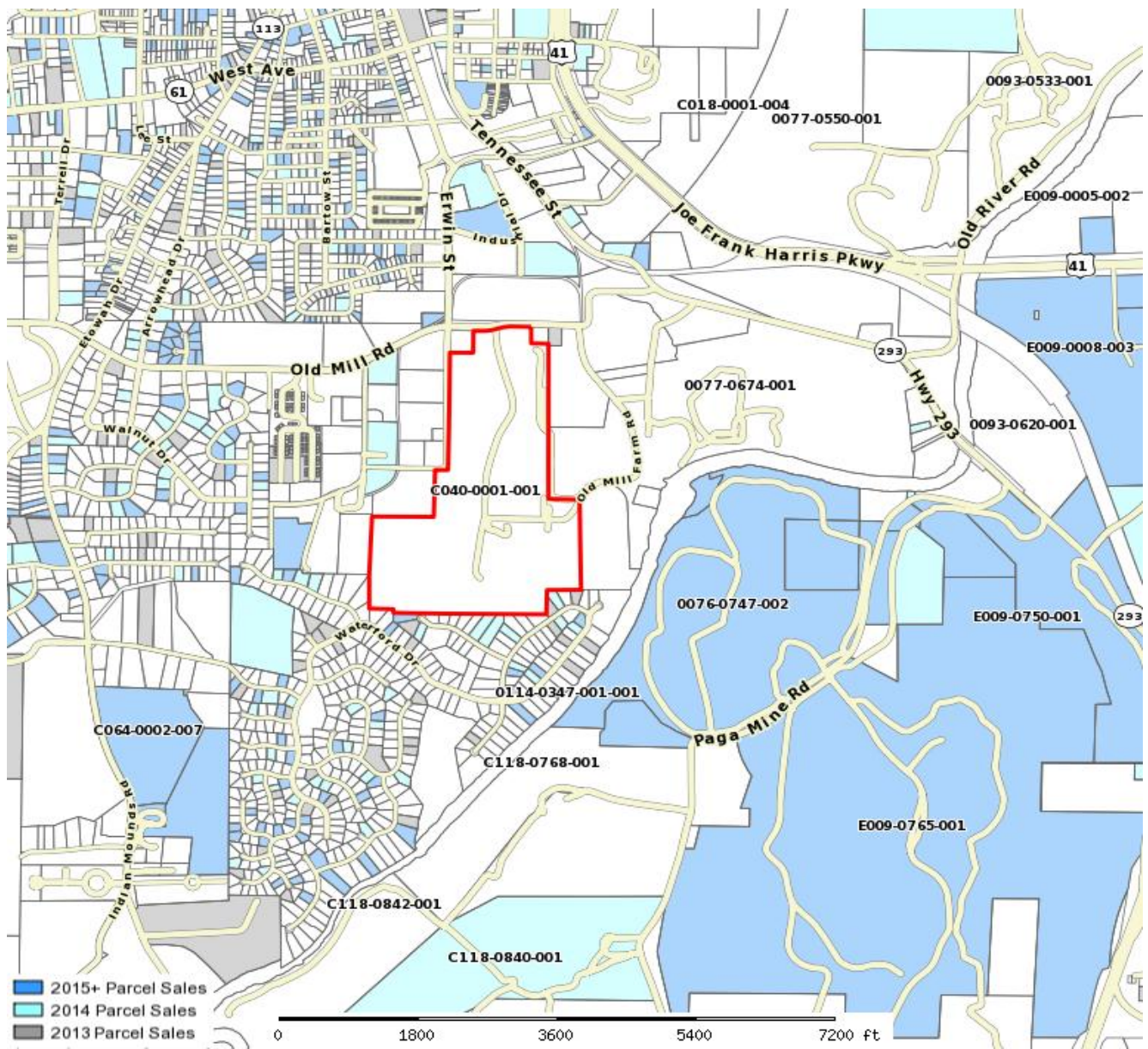
[Enlarge Photo](#)

Misc Information			
Out Building Type	Quantity	Units	Year Built
BARN (25)	1	1440.00	1970
BARN (25)	1	2520.00	1970
STABLE (99)	1	3200.00	1970
STABLE (99)	1	8250.00	1969
STORAGE (01)	1	1180.00	1961
SHED (24)	1	1800.00	Item #20
STABLE (99)	1	2400.00	

Sale Information								
Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2001-02-01		DR	01368	0708	OTHER OTHER, UNKNOWN, PLEASE ADD NOTES (X)	0		
1990-10-01		WD	00670	0568	OTHER OTHER, UNKNOWN, PLEASE ADD NOTES (X)	0		

Recent Sales in Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search Page	Bartow Home
The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: June 18, 2016					

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Bartow County Assessor

Parcel: 36373 Acres: 0

Name:	WRIGHT WILLIAM W	Land Value	\$ 630,400
Site:	118 OLD MILL RD	Building Value	\$ 606,500
Sale:	0 on 2001-02-01 Reason=U Qual=X	Misc Value	\$ 169,900
Mail:	P O BOX 68 CARTERSVILLE, GA 30120	Total Value:	\$ 1,406,800



The Bartow County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER BARTOW COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

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Item # 2

Y LINE

15.00' BUFFER PLANTING STRIP

12.00' 14.49'

40.00' ACCESS ROAD

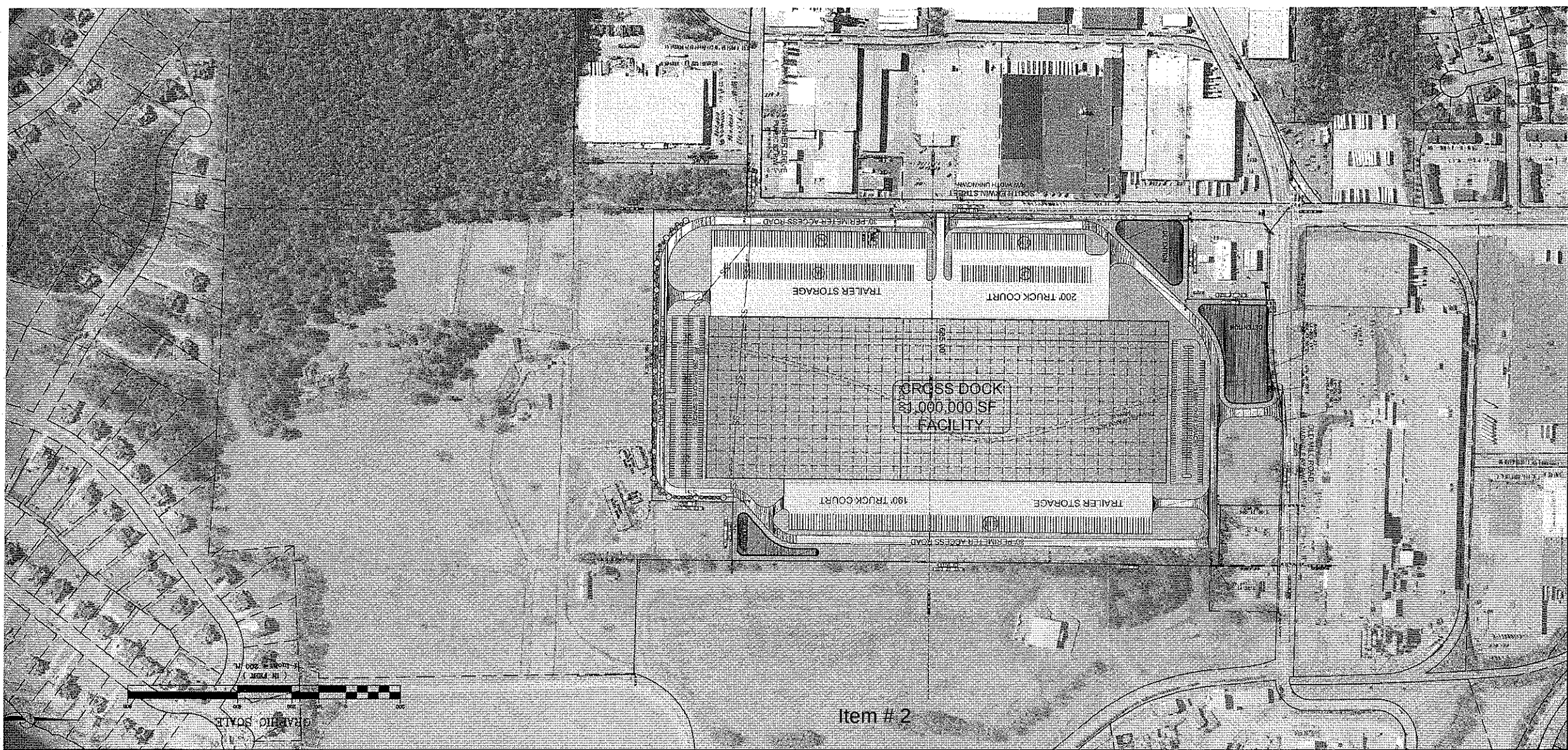
40.07'

112.93' PARKING AREA

Item # 2

DRAWING SCALE

1" = 100' (SEE NOTE 1)



TRAFFIC IMPACT STUDY
OLD MILL DISTRIBUTION CENTER
CARTERSVILLE, BARTOW COUNTY, GEORGIA

Submitted October 21, 2015

Prepared By:
Robinson Transportation Consultants,
LLC
3010 Andora Drive
Marietta, GA 30064
770-630-4640

Prepared For:
Southland Engineering, Inc.
114 Old Mill Road
Cartersville, GA 30120
770-387-0440

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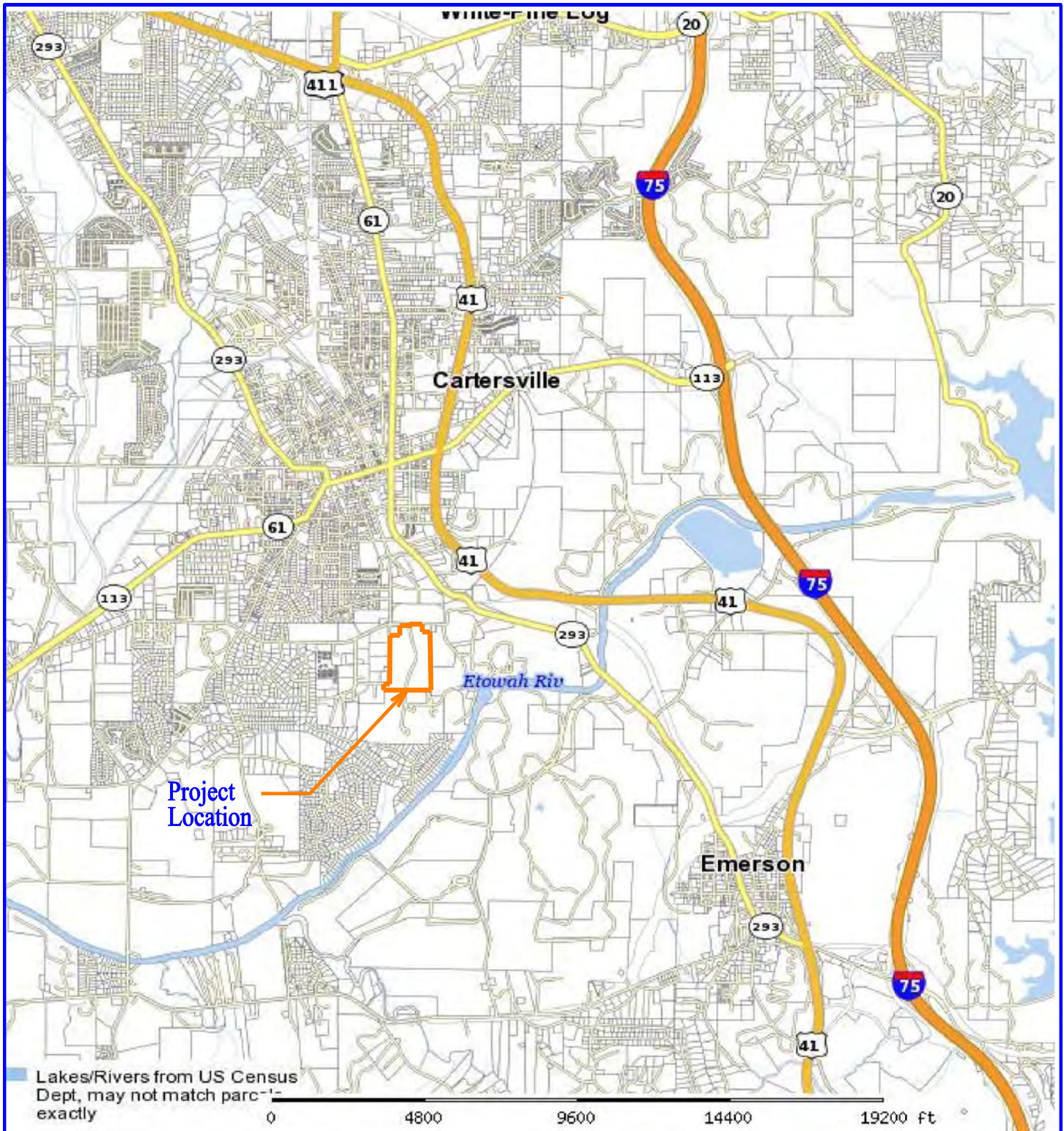
Study Overview

This study is being prepared for a zoning revision for a 60 acre site in Cartersville, GA fronting on Old Mill Road and Erwin Street. The location of the site is shown in Figure 1, Location Map. The site is being proposed to be developed as a 1,000,000 square foot distribution center with approximately 300 employees. The site for the Old Mill Road Distribution Center is surrounded on three sides with Industrial development with the fourth side, to the south of the site, being farmland. The primary regional access to this site is to and from I-75 by way of Joe Frank Harris Parkway (US 41) to Main Street (SR 113) and SR 293. This study is to determine the impact of the development on three nearby intersections: Erwin Street at Old Mill Road, Old Mill Road at State Route (SR) 293 and South Bridge Drive at Joe Frank Harris Parkway (US 41). The proposed development is shown in Figure 2, Site Plan.

Existing Traffic

To determine the impact of the proposed Old Mill Road Distribution Center on the three study intersections Erwin Street at Old Mill Road, Old Mill Road at State Route (SR) 293 and South Bridge Drive at Joe Frank Harris Parkway (US 41) two hours of a.m. and p.m. peak period turning movement counts were collected at the intersections. The peak periods were determined to be 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. based on traffic counts conducted by the Georgia Department of Transportation on Old Mill Road, SR 293 and Joe Frank Harris Parkway. The peak hour turning movement counts were totaled and are identified in Figure 3, Existing Peak Hour Traffic. The two hour peak period traffic counts are in the appendix.

The existing traffic was analyzed at the three identified study intersections: Erwin Street at Old Mill Road, Old Mill Road at State Route (SR) 293 and South Bridge Drive at Joe Frank Harris Parkway (US 41). The analysis was conducted using Synchro, a traffic engineering industry-accepted traffic analysis software package, which utilizes the Transportation Research Board's (TRB) "Highway Capacity Manual" procedures to determine intersection levels of service. The level of service (LOS) at an intersection is a qualitative measure of the operation of an intersection based on delay. Level of service ranges from LOS A which equates to little to no delay at an intersection to LOS F which represents total breakdown of the intersection with high traffic congestion and long delays. LOS C is generally accepted as the minimum acceptable level of service at an intersection.



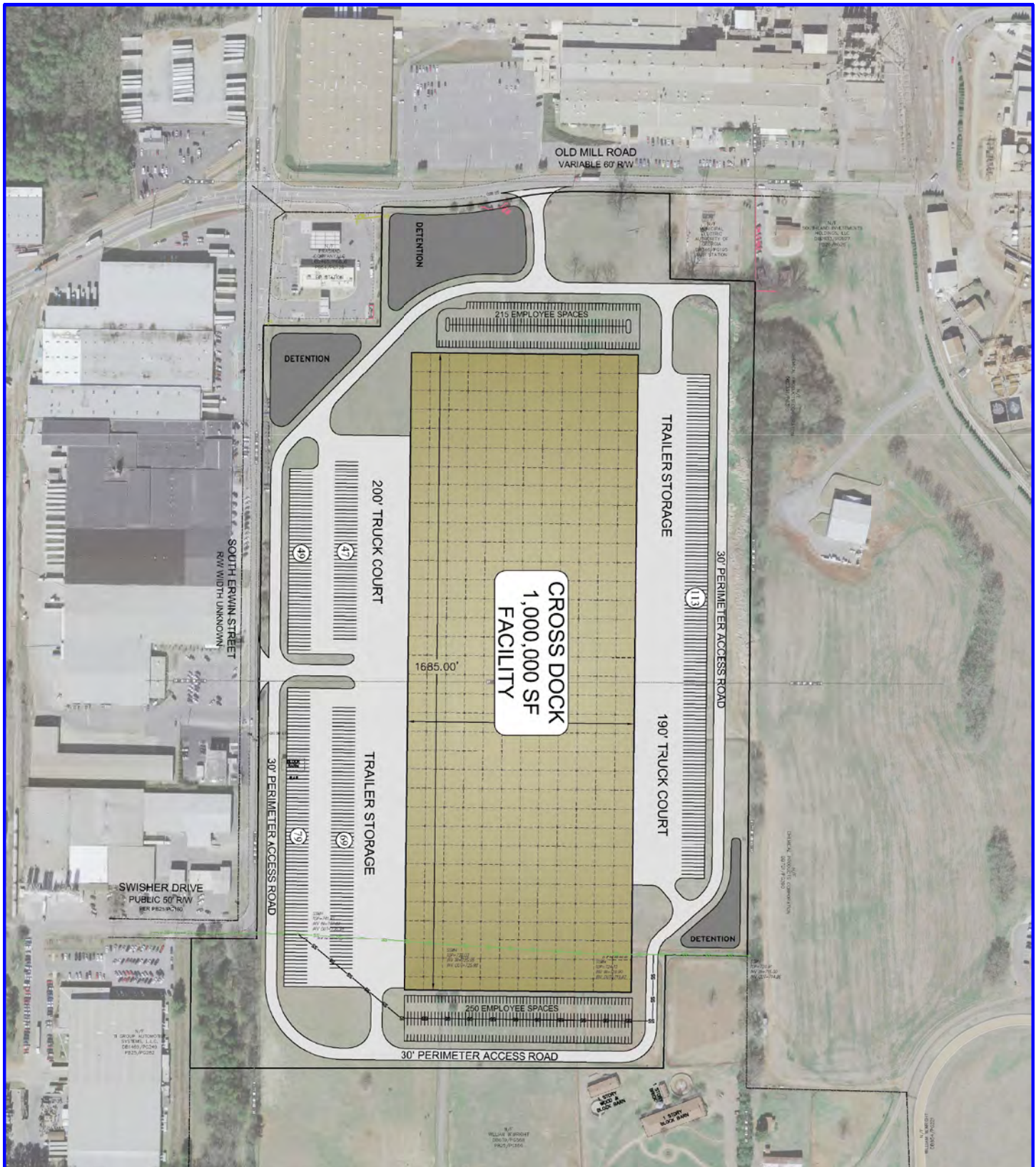
Robinson Transportation
Consultants, LLC



NTS

FIGURE 1
Project Location Map
Old Mill Road
Distribution Center
Cartersville, GA

Item # 2



Source:
Southland Engineering
Old Mill Distribution Center

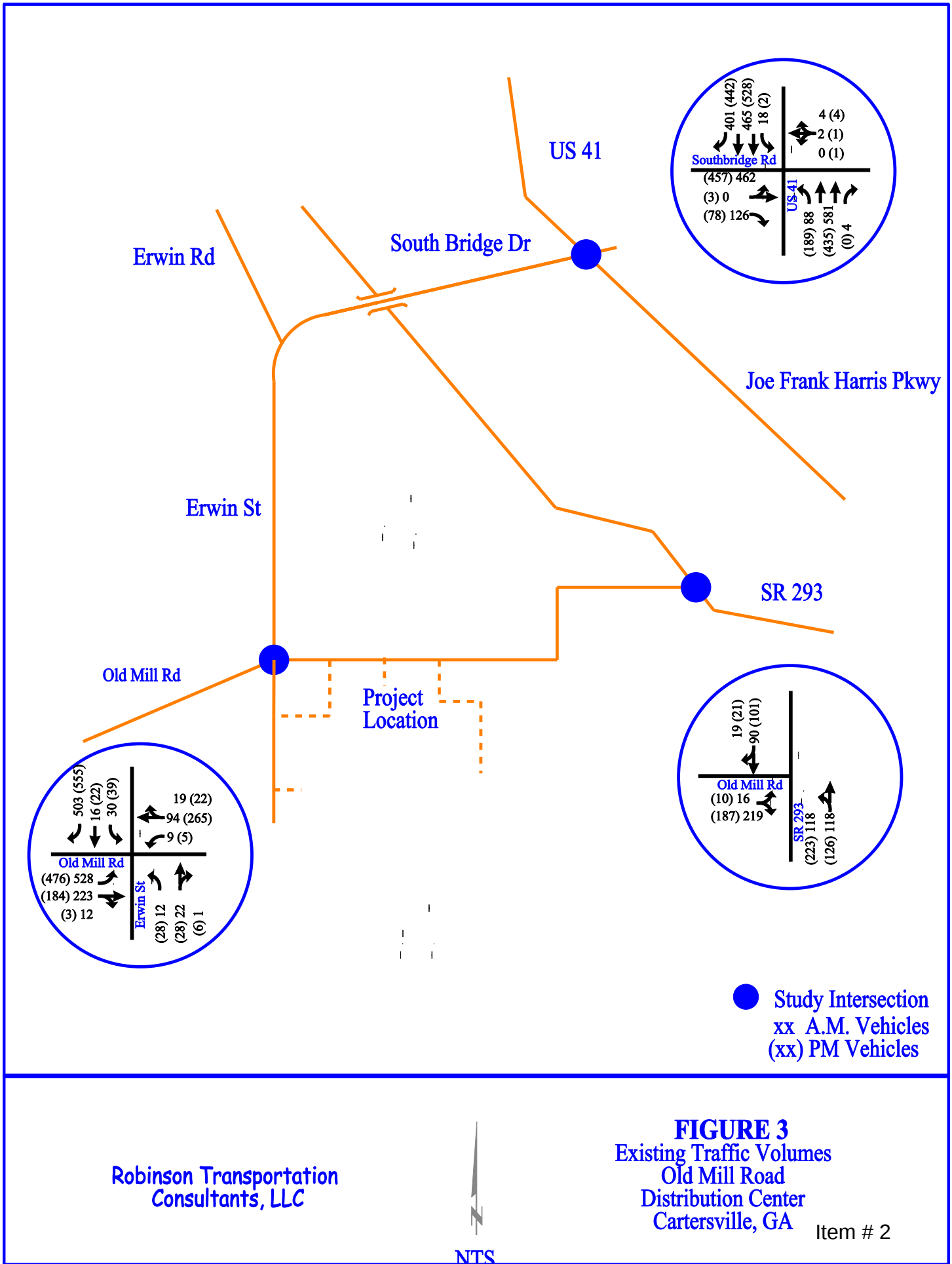
Robinson Transportation
Consultants, LLC



NTS

FIGURE 2
Site Plan
Old Mill Road
Distribution Center
Cartersville, GA

Item # 2



The signalized intersection of Old Mill Road and Erwin Street is the intersection of two two-lane roadways that widen out at the intersection to provide left turn lanes on all four approaches. In addition there is a channelized southbound right on Erwin Street. The heaviest movement at this intersection is the eastbound left turn movement and southbound right turn lane which provides a bypass around the City of Cartersville from US 41 on the east side of the city to SR 61 and SR 113 on the west side of the city. With the existing peak hour traffic the intersection of Old Mill Road and Erwin Street operates at LOS B during both the a.m. and p.m. peak hours. This intersection is the main intersection for the access to the proposed distribution center since there will be driveway access to the site east and west of the intersection.

The intersection of South Bridge Drive and Joe Frank Harris Parkway (SR 3 / US 41) is the intersection of a 4-lane divided state highway with a two lane roadway. The eastbound approach of South Bridge Drive is a railroad overpass and is along a major route for trucks and vehicles to travel from the industrial area along Old Mill to I-75. With the existing peak hour traffic the intersection of South Bridge Drive and Joe Frank Harris Parkway operates at LOS C during both the a.m. and p.m. peak hours.

The third intersection is the unsignalized intersection of SR 293 and Old Mill Road. This intersection is a key intersection to the access to the site since the shorter route to southbound I-75 is by way of SR 293 utilizing several routes. This intersection is the intersection of two two-lane roads with northbound SR 293 widening at the intersection to provide a left turn lane. The eastbound Old Mill Road approach is stop sign controlled with northbound and southbound SR 293 being free flow. The eastbound Old Mill Road approach operates at LOS B during both the a.m. and p.m. peak hour.

Background Traffic

The Distribution Center is not proposed to be opened and in operation until 2018. Therefore to show the impact of the Distribution Center existing traffic needs to be increased by the anticipated growth in traffic during the three years from 2015 to 2018. The growth in traffic is related to the anticipated growth in population within the area. The City Cartersville Comprehensive Master Plan 2030 projects that the population will increase by 111% over the next 25 years which a 3% growth rate per year.

Project Trip Generation

In order to estimate the impact of the proposed Distribution Center on the roadway network, the number of trips to be generated by the site needs to be calculated. Trip Generation 9th Edition published by the Institute of Transportation Engineers was used to determine the number of new trips that will be generated

by the Distribution Center. The Trip Generation Manual has several different land uses that they have determined the trip generation rates. The land use that was used for this development is High-Cube Warehouse Distribution Center. Based on this land use the 1,000,000 square foot Old Mill Distribution Center will generate 1,680 trips per day. During the A.M. peak hour the development will generate 140 trips with 99 vehicles entering and 41 vehicles exiting. 160 trips will be generated during the P.M. peak hour with 59 trips entering and 101 trips exiting. In the trip generation manual it states that the percentage of trucks could range from 9% to 29% to provide a conservative analysis it was assumed that the truck percentage would be 29%.

The trips that were determined by the Trip Generation was distributed on the road network as shown in Figure 4, Trip Distribution. The distribution of the trips was based on the locations of potential employees and the routes to the major highways such as US 41 and I-75. The shortest route to southbound I-75 and US 41 southbound is to use SR 293. The shortest route to northbound I-75 and US 41 is to South Bridge Drive to US 41. The new trips were distributed along the road network based on the distribution provided in Figure 4, Trip Generation and shown in Figure 5, Project Trips. The total anticipated trips on the road network in the opening year of the project is provided in Figure 6, 2018 Background Traffic + Project Traffic.

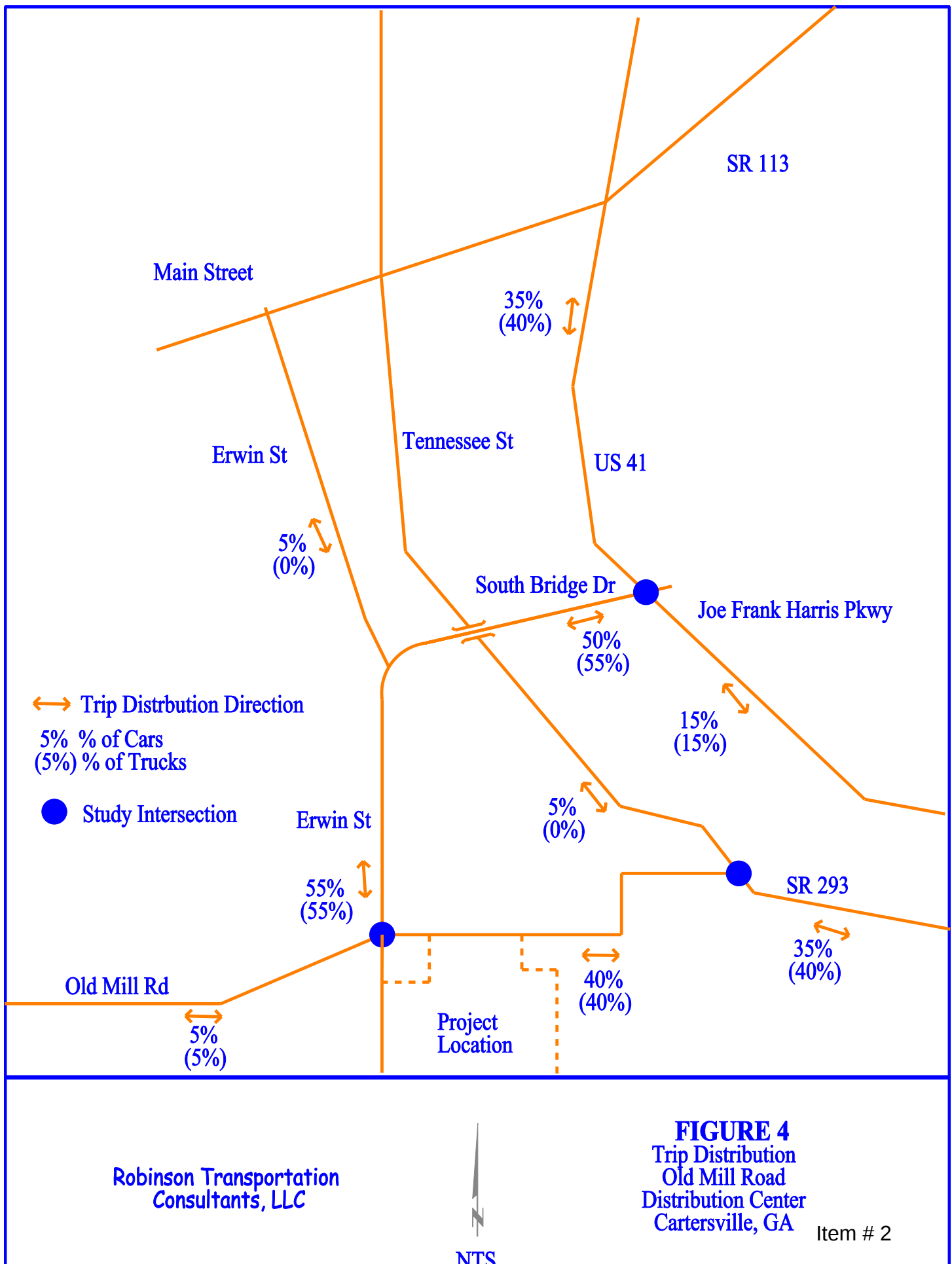
Future Traffic Analysis

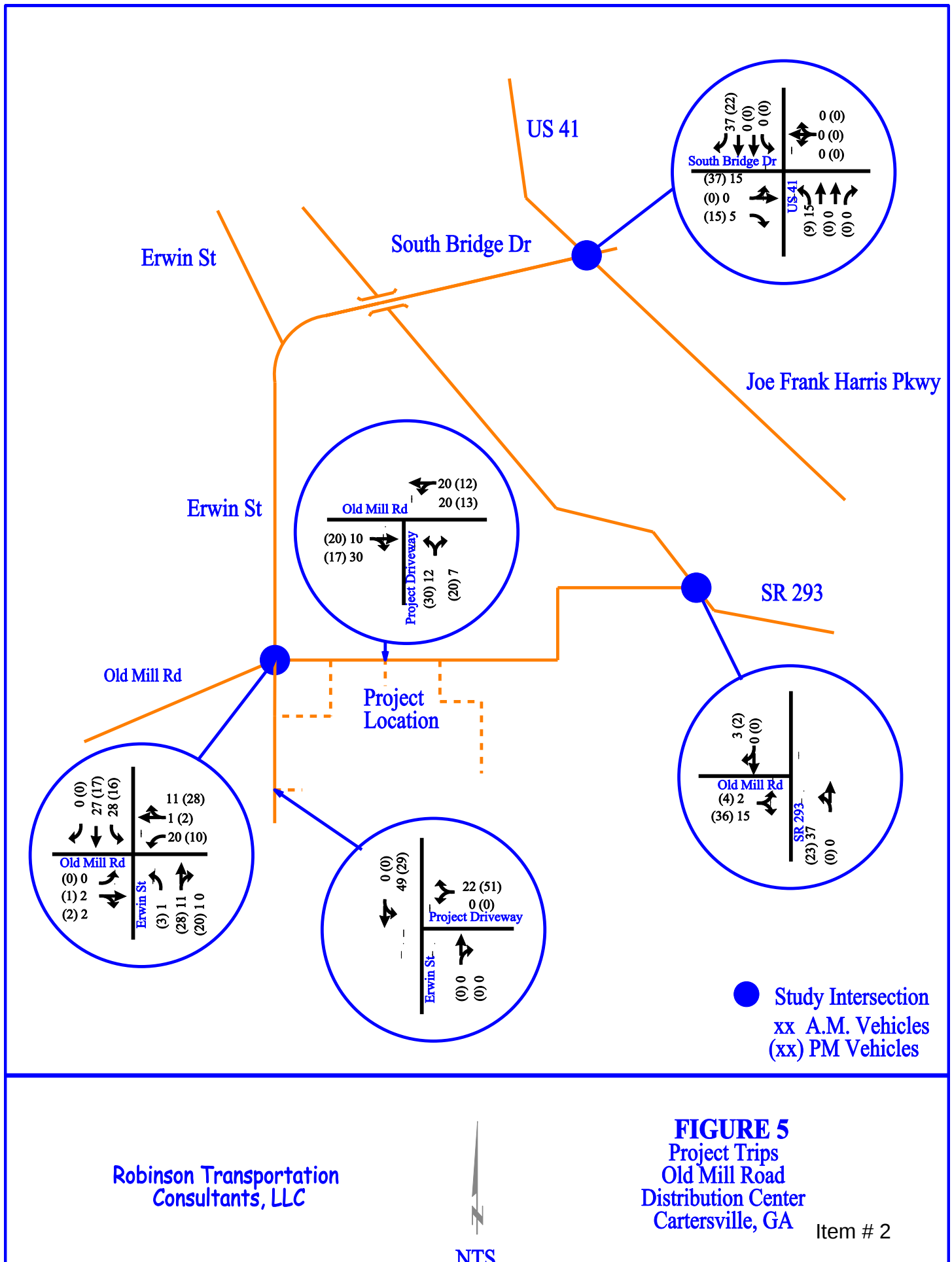
With the trips distributed to the network the anticipated impact to the traffic flow at the study intersections a capacity analysis was conducted using Synchro. The results of the Synchro analysis for 2018 traffic with and without the project is shown below in Table 1. The truck percentages were increased at the key turning movement volumes to reflect the truck traffic.

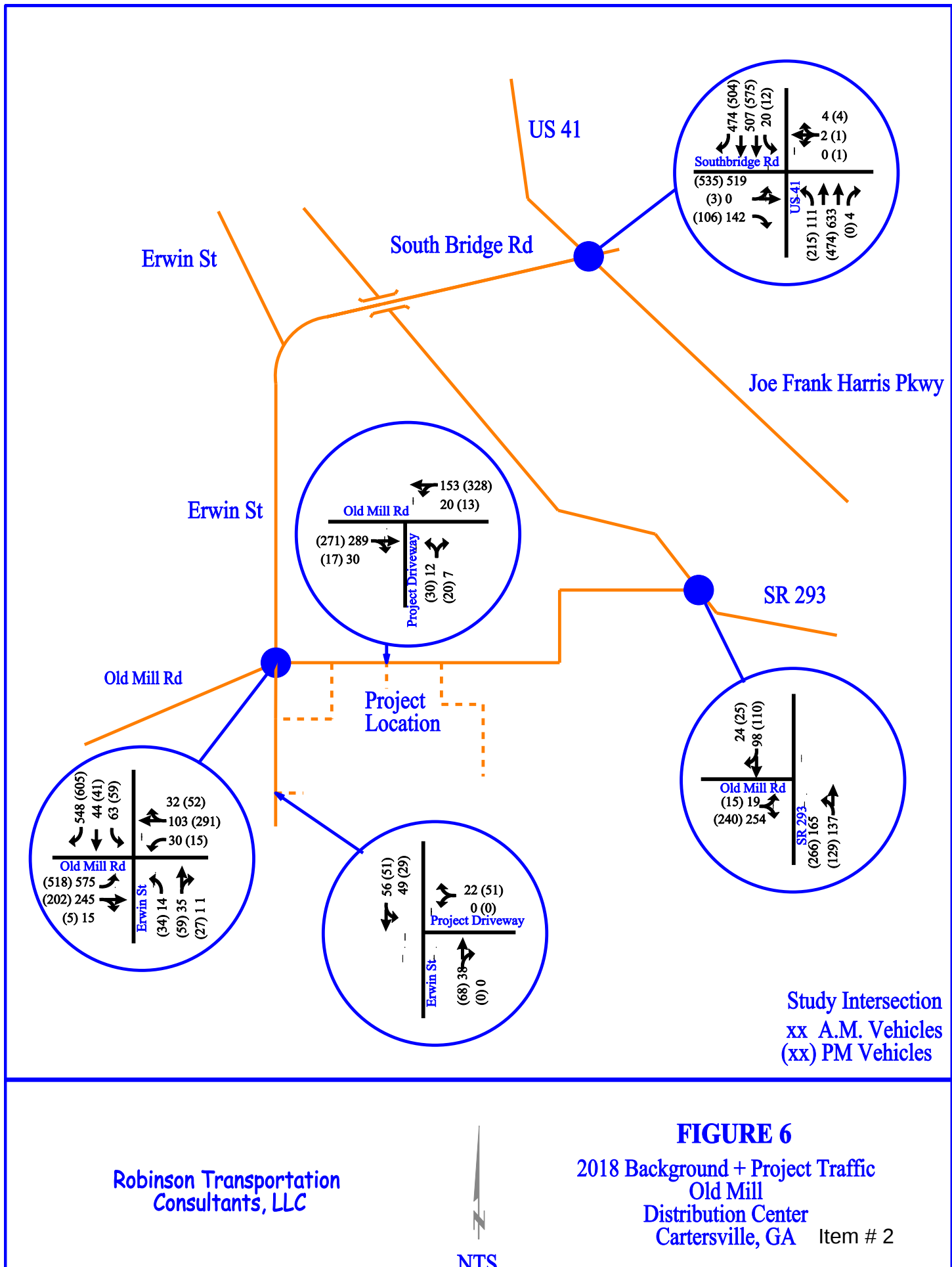
Table 1
Level of Service Analysis

Intersection	A.M. Peak Hour			P.M. Peak Hour		
	2015	2018	2018 w/ Project	2015	2018	2018 w/ Project
Old Mill Rd at Erwin St	B	B	B	B	B	C
Old Mill Rd at SR 293*	B	B	B	B	B	B
South Bridge Dr at US 41	C	C	C	C	D	D

* LOS at Old Mill Road and SR 293 is the LOS for the Eastbound approach since this intersection is stop sign controlled.







At the intersection of Erwin Street and Old Mill Road the LOS will be LOS B during the A.M. peak with and without the project in 2018; however; it will be reduced from LOS B to LOS C with the project during the P.M. The intersection with the project will still be working efficient and no improvements will be required.

The LOS for the intersection of Old Mill Road and SR 293 is based on the eastbound approach which is stop signed controlled. The eastbound approach will operate at LOS B in 2018 during the A.M. and P.M. peak hours with and without the project. The LOS analysis indicates that this intersection will operate efficiently with the present configuration and no improvements will be needed with the project implementation.

The intersection of US 41 and South Bridge Drive will operate at LOS C in 2018 with and without the project. During the P.M.; however; the LOS will be reduced to LOS D in 2018 without the project and with the project. To improve the intersection to LOS C the left turns would need to be made from two lanes. With the existing intersection configuration an efficient way of achieving LOS C would be to convert the exclusive right turn lane into a combined lane for the left turn, through and right turn movements and converting the existing left turn and through lane to an exclusive left turn lane. This configuration operates during the P.M. peak at LOS C without and with the project.

Driveway Analysis

Old Mill Distribution Center has a main driveway both on Old Mill Road and Erwin Street. The Erwin Street driveway will be the main truck access into and out of the complex. A capacity analysis was conducted for both driveways. During the A.M. and P.M. peak hours the Erwin Street driveway will operate at LOS A. The Old Mill Road entrance will operate at LOS B during the A.M. and LOS C during the P.M. peak hour.

Based on the capacity analysis at the entrances should operate efficiently and require no improvements on Erwin Street or Old Mill Road. To confirm that a westbound left turn lane Old Mill Road was not needed at the project driveway a left-turn lane analysis was conducted. The left turn analysis was based on the National Cooperative Highway Research Program (NCHRP) "Report 457 Evaluating Intersection Improvements: An Engineering Study Guide". The report includes a graphical procedure to determine if a left-turn lane is needed or based on the advancing traffic including the left-turn volume and the approaching traffic. The results of the analysis is that a left turn lane on Old Mill Road at the project driveway is not needed to have efficient traffic flow on Old Mill Road with the project. The left analysis for both the A.M. and P.M. Peak hours at Old Mill Road is provided the appendix.

Conclusion

The traffic analysis concludes that the proposed 1,000,000 square foot Old Mill Distribution Center will have minor impact on the traffic conditions at the three study intersections; Old Mill Road at Erwin Street, Old Mill Road at SR 293. and South Bridge Drive at US 41. The LOS at the intersection of Old Mill Road at Erwin Street during the P.M. peak hour will reduce from LOS B to LOS C. The intersection of South Bridge Drive and US 41 will be reduced to LOS D in 2018 due to increase in traffic without the project and will be LOS D with the project. The intersection can be improved to LOS C with minor lane changes to the eastbound approach to allow left turn out of two lanes.

Recommendations

This study indicates that the proposed development will have minor impact on the roadway and study intersections and only one intersection recommendation is proposed from the study which is required for the 2018 background traffic without the Old Mill Distribution Center.

- The one recommendation from the traffic analysis is that at the intersection of South Bridge Drive and US 41 the eastbound approach be modified to allow left turns to be made from the exclusive right turn lane since the eastbound and westbound approaches do not move at the same time. This would change the exiting exclusive right turn lane to a combined left turn, through and right turn lane. The existing left turn and through lane would be an exclusive left turn lane. This improvement require extending the taper into the lane and removal of the right turn channelization island.
- Another recommendation is based on field visit and public input. Old Mill road was relocated a few years ago to its present location. It initially went straight from Erwin Street to SR 293; however; now it routes around the Chemical Products Corporation site. Several GPS systems and internet maps still label the older alignment through the chemical plant as Old Mill Road; therefore; drivers not familiar to the relocated Old Mill Road alignment will turn into the Chemical Products Corporation driveway which has on a sign their Old Mill Road address. It is recommended that additional signing be installed to show drivers where the existing Old Mill Road alignment intersects with SR 293. This would included possibly installing an "Intersection Ahead" sign just north of the Chemical Products Corporation driveway with the a street name sign placard for Old Mill Road (lettering large enough to read prior to the driveway. In addition there is a "Truck Route" sign for both the northbound and southbound US 41 ramps to Old River Road directing drivers to SR 293. There are not any other truck route signs routing a driver to the truck Route. If the truck route is to take trucks to the industrial area along Old Mill Road it is recommended

that the truck route signing should be improved to include a sign at the intersection of SR 293 and Old River Road and at the intersection of Old Mill Road and SR 293. In addition an intermittent sign could be placed just south of the driveway for Chemical Products Cooperation with a through arrow to inform the drivers that they should not turn into the driveway.

Appendix A

Traffic Counts

Robinson Transportation Consultants, LLC

TMC Data
Old Mill Road & Erwin Street

09/24/15

Combined Cars + Trucks																	
Time Period	Eastbound Approach				Westbound Approach				Northbound Approach				Southbound Approach				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Vehicles
7:00 AM	87	59	3	149	4	17	7	28	3	9	0	12	7	4	87	98	287
7:15 AM	118	58	3	179	1	24	2	27	2	9	1	12	11	5	116	132	350
7:30 AM	158	49	2	209	2	30	2	34	3	3	0	6	10	4	149	163	412
7:45 AM	165	57	4	226	2	23	8	33	4	1	0	5	11	3	151	165	429
	528	223	12	763	9	94	19	122	12	22	1	35	39	16	503	558	1478
8:00 AM	84	43	4	131	2	34	2	38	4	3	0	7	6	4	73	83	259
8:15 AM	70	60	7	137	2	15	5	22	2	4	1	7	12	7	50	69	235
8:30 AM	57	45	2	104	0	29	1	30	2	4	3	9	8	3	52	63	206
8:45 AM	71	37	0	108	0	24	9	33	1	3	1	5	8	4	47	59	205
	282	185	13	480	4	102	17	123	9	14	5	28	34	18	222	274	905
Peak Hour																	
7:00 to 8:00 A.M.	528	223	12	763	9	94	19	122	12	22	1	35	39	16	503	558	1478
Trucks	0.8%	1.8%	33.3%	1.6%	44.4%	2.1%	0.0%	5.7%	0.0%	13.6%	0.0%	8.6%	0	18.8%	1.2%	0.6%	

Robinson Transportation Consultants, LLC

TMC Data

Old Mill Road & Erwin Street

09/24/15

Combined Cars + Trucks																	
	Eastbound Approach				Westbound Approach				Northbound Approach				Southbound Approach				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Vehicles
4:00 PM	111	46	2	159	2	53	11	66	3	11	1	15	9	2	148	159	399
4:15 PM	73	36	3	112	3	62	13	78	3	5	1	9	4	1	90	95	294
4:30 PM	89	36	2	127	2	40	3	45	6	11	4	21	4	6	100	110	303
4:45 PM	111	46	1	158	3	62	5	70	3	3	1	7	3	4	124	131	366
	384	164	8	556	10	217	32	259	15	30	7	52	20	13	462	495	1362
5:00 PM	163	60	0	223	1	71	10	82	12	12	3	27	8	4	139	151	483
5:15 PM	81	44	0	125	0	59	2	61	9	6	0	15	6	4	149	159	360
5:30 PM	121	34	2	157	1	73	5	79	4	7	2	13	13	10	143	166	415
5:45 PM	85	30	0	115	1	72	7	80	5	3	2	10	6	3	123	132	337
	450	168	2	620	3	275	24	302	30	28	7	65	33	21	554	608	1595
Peak Hour																	
4:45 to 5:45 P.M.	476	184	3	663	5	265	22	292	28	28	6	62	30	22	555	607	1624
	3.6%	3.3%	0.0%	3.5%	20.0%	5.7%	9.1%	6.2%	7.1%	10.7%	0.0%	8.1%	6.7%	18.2%	2.7%	3.5%	

Robinson Transportation Consultants, LLC

TMC Data

Old Mill Road & Erwin Street

09/24/15

Combined Cars + Trucks																	
	Eastbound Approach				Westbound Approach				Northbound Approach				Southbound Approach				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Vehicles
4:00 PM	111	46	2	159	2	53	11	66	3	11	1	15	9	2	148	159	399
4:15 PM	73	36	3	112	3	62	13	78	3	5	1	9	4	1	90	95	294
4:30 PM	89	36	2	127	2	40	3	45	6	11	4	21	4	6	100	110	303
4:45 PM	111	46	1	158	3	62	5	70	3	3	1	7	3	4	124	131	366
	384	164	8	556	10	217	32	259	15	30	7	52	20	13	462	495	1362
5:00 PM	163	60	0	223	1	71	10	82	12	12	3	27	8	4	139	151	483
5:15 PM	81	44	0	125	0	59	2	61	9	6	0	15	6	4	149	159	360
5:30 PM	121	34	2	157	1	73	5	79	4	7	2	13	13	10	143	166	415
5:45 PM	85	30	0	115	1	72	7	80	5	3	2	10	6	3	123	132	337
	450	168	2	620	3	275	24	302	30	28	7	65	33	21	554	608	1595
Peak Hour																	
4:45 to 5:45 P.M.	476	184	3	663	5	265	22	292	28	28	6	62	30	22	555	607	1624
	3.6%	3.3%	0.0%	3.5%	20.0%	5.7%	9.1%	6.2%	7.1%	10.7%	0.0%	8.1%	6.7%	18.2%	2.7%	3.5%	

Robinson Transportation Consultants, LLC

TMC Data

Old Mill Road & SR 293

10/06/15

Combined Cars + Trucks																	
Time Period	Eastbound Approach				Westbound Approach				Northbound Approach				Southbound Approach				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Running
7:00 AM	4	0	56	60	0	0	0	0	14	8	0	22	0	11	9	20	102
7:15 AM	3	0	40	43	0	0	0	0	34	10	0	44	0	17	4	21	108
7:30 AM	5	0	58	63	0	0	0	0	36	31	0	67	0	32	7	39	169
7:45 AM	4	0	61	65	0	0	0	0	29	32	0	61	0	16	2	18	144
	16	0	215	231	0	0	0	0	113	81	0	194	0	76	22	98	523
8:00 AM	1	0	55	56	0	0	0	0	27	28	0	55	0	21	4	25	136
8:15 AM	6	0	45	51	0	0	0	0	26	27	0	53	0	21	6	27	131
8:30 AM	3	0	53	56	0	0	0	0	23	24	0	47	0	17	2	19	122
8:45 AM	2	0	26	28	0	0	0	0	19	21	0	40	0	11	0	11	79
	12	0	179	191	0	0	0	0	95	100	0	195	0	70	12	82	468
Peak Hour																	
7:30 to 8:30 A.M.	16	0	219	235	0	0	0	0	118	118	0	236	0	90	19	109	580
Trucks	0.0%	0.0%	3.2%	0.0%	0.0%	0.0%	0.0%	0.0%	4.2%	5.1%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	

TMC Data
South Bridge Dr & US 41

09/24/15

Combined Cars + Trucks																	
Time Period	Eastbound Approach				Westbound Approach				Northbound Approach				Southbound Approach				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	Vehicles
7:00 AM	70	0	31	31	0	0	0	0	15	78	0	93	4	109	74	187	311
7:15 AM	102	0	34	34	2	0	0	2	15	96	0	111	1	124	97	222	369
7:30 AM	139	0	24	24	0	0	0	0	30	117	2	149	2	121	139	262	435
7:45 AM	133	3	32	35	0	0	0	0	23	124	2	149	7	130	106	243	427
	444	3	121	124	2	0	0	2	83	415	4	502	14	484	416	914	1542
8:00 AM	88	0	36	124	0	0	0	0	20	98	0	118	8	90	59	157	399
8:15 AM	69	0	29	98	0	1	1	2	18	87	0	105	2	115	59	176	381
8:30 AM	60	1	31	92	0	1	0	1	16	108	1	125	13	97	43	153	371
8:45 AM	45	2	20	67	0	0	3	3	21	86	5	112	14	107	42	163	345
	0	3	116	119	0	2	4	6	75	379	6	460	37	409	203	649	1234
Peak Hour 7:15 to 8:15 A.M.	221 4.1%	3 0.0%	126 1.6%	217 5.1%	2 0.0%	0 0.0%	0 0.0%	2 0.0%	88 2.3%	435 0.7%	4 0.0%	527 0.9%	18 0.0%	465 2.6%	401 2.2%	884 2.4%	1630

Robinson Transportation Consultants, LLC

TMC Data

South Bridge Dr & US 41

09/24/15

Combined Cars + Trucks																	
Time Period	Eastbound				Westbound Approach				Northbound Approach				Southbound Approach				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
4:00 PM	111	0	13	124	0	0	1	1	35	142	1	178	1	124	98	223	526
4:15 PM	67	0	15	82	0	0	1	1	24	138	1	163	2	108	81	191	437
4:30 PM	66	0	20	86	1	1	1	3	35	144	0	179	2	132	70	204	472
4:45 PM	90	0	16	106	0	0	0	0	35	131	0	166	4	110	96	210	482
Total	334	0	64	398	1	1	3	5	129	555	2	686	9	474	345	828	1917
5:00 PM	147	0	26	173	1	1	1	3	39	167	0	206	1	150	101	252	634
5:15 PM	88	0	19	107	0	0	2	2	52	155	0	207	0	125	117	242	558
5:30 PM	117	0	19	136	0	0	0	0	59	134	0	193	1	130	110	241	570
5:45 PM	105	0	14	119	0	0	1	1	38	125	0	163	0	123	114	237	520
Total	457	0	78	535	1	1	4	6	188	581	0	769	2	528	442	972	2282
Peak Hour																	
5:00 to 6:00 PM	457	0	78	535	1	1	4	6	188	581	0	769	2	528	442	972	2282
% Trucks	2.2%		0.0%	2.1%	0.0%	0.0%	0.0%	0.0%	2.2%	1.4%	0.0%	1.6%	0.0%	1.9%	0.9%	1.4%	

Appendix B

Snychro Analysis

HCM 2010 Signalized Intersection Summary 3: Erwin St & Old Mill Rd

Existing AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	538	223	12	9	94	19	12	22	1	39	16	503
Future Volume (veh/h)	538	223	12	9	94	19	12	22	1	39	16	503
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1828	1900	1319	1863	1900	1863	1698	1900	1863	1597	1863
Adj Flow Rate, veh/h	672	242	16	16	121	32	16	36	4	44	20	0
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.80	0.92	0.75	0.56	0.78	0.59	0.75	0.61	0.25	0.89	0.80	0.83
Percent Heavy Veh, %	2	2	2	44	2	2	2	13	13	2	19	2
Cap, veh/h	939	1186	78	387	477	126	266	174	19	249	185	183
Arrive On Green	0.27	0.70	0.70	0.34	0.34	0.34	0.12	0.12	0.12	0.12	0.12	0.00
Sat Flow, veh/h	1774	1696	112	791	1421	376	1386	1502	167	1362	1597	1583
Grp Volume(v), veh/h	672	0	258	16	0	153	16	0	40	44	20	0
Grp Sat Flow(s),veh/h/ln	1774	0	1808	791	0	1796	1386	0	1669	1362	1597	1583
Q Serve(g_s), s	13.1	0.0	3.0	0.8	0.0	3.7	0.6	0.0	1.3	1.8	0.7	0.0
Cycle Q Clear(g_c), s	13.1	0.0	3.0	0.8	0.0	3.7	1.3	0.0	1.3	3.1	0.7	0.0
Prop In Lane	1.00		0.06	1.00		0.21	1.00		0.10	1.00		1.00
Lane Grp Cap(c), veh/h	939	0	1265	387	0	603	266	0	193	249	185	183
V/C Ratio(X)	0.72	0.00	0.20	0.04	0.00	0.25	0.06	0.00	0.21	0.18	0.11	0.00
Avail Cap(c_a), veh/h	1038	0	1503	446	0	739	559	0	546	537	523	518
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	6.8	0.0	3.1	13.4	0.0	14.4	24.2	0.0	23.9	25.3	23.6	0.0
Incr Delay (d2), s/veh	2.1	0.0	0.1	0.0	0.0	0.2	0.1	0.0	0.5	0.3	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.5	0.0	1.5	0.2	0.0	1.9	0.2	0.0	0.6	0.7	0.3	0.0
LnGrp Delay(d),s/veh	8.9	0.0	3.2	13.5	0.0	14.6	24.2	0.0	24.4	25.6	23.8	0.0
LnGrp LOS	A		A	B		B	C		C	C	C	
Approach Vol, veh/h	930				169				56			
Approach Delay, s/veh	7.3				14.5				24.3			
Approach LOS	A				B				C			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2				4				8			
Phs Duration (G+Y+Rc), s	47.2				12.4				25.5			
Change Period (Y+Rc), s	5.5				5.5				5.5			
Max Green Setting (Gmax), s	49.5				19.5				19.5			
Max Q Clear Time (g_c+l1), s	5.0				5.1				3.3			
Green Ext Time (p_c), s	2.7				0.3				2.3			
Intersection Summary												
HCM 2010 Ctrl Delay	10.0											
HCM 2010 LOS	B											

HCM 2010 Signalized Intersection Summary 3: Erwin St & Old Mill Rd

Existing PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	476	184	3	5	265	22	28	28	6	30	22	555
Future Volume (veh/h)	476	184	3	5	265	22	28	28	6	30	22	555
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1827	1845	1900	1583	1786	1900	1776	1740	1900	1776	1610	1845
Adj Flow Rate, veh/h	652	239	8	12	291	40	48	48	12	52	40	0
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.73	0.77	0.38	0.42	0.91	0.55	0.58	0.58	0.50	0.58	0.55	0.92
Percent Heavy Veh, %	4	3	3	20	6	6	7	11	11	7	18	3
Cap, veh/h	774	1232	41	431	502	69	253	170	42	237	203	198
Arrive On Green	0.28	0.69	0.69	0.33	0.33	0.33	0.13	0.13	0.13	0.13	0.13	0.00
Sat Flow, veh/h	1740	1775	59	959	1538	211	1298	1344	336	1275	1610	1568
Grp Volume(v), veh/h	652	0	247	12	0	331	48	0	60	52	40	0
Grp Sat Flow(s),veh/h/ln	1740	0	1835	959	0	1749	1298	0	1681	1275	1610	1568
Q Serve(g_s), s	13.3	0.0	2.9	0.5	0.0	9.6	2.1	0.0	2.0	2.4	1.4	0.0
Cycle Q Clear(g_c), s	13.3	0.0	2.9	0.5	0.0	9.6	3.5	0.0	2.0	4.3	1.4	0.0
Prop In Lane	1.00		0.03	1.00		0.12	1.00		0.20	1.00		1.00
Lane Grp Cap(c), veh/h	774	0	1273	431	0	571	253	0	212	237	203	198
V/C Ratio(X)	0.84	0.00	0.19	0.03	0.00	0.58	0.19	0.00	0.28	0.22	0.20	0.00
Avail Cap(c_a), veh/h	987	0	1633	501	0	700	502	0	535	482	513	499
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	9.0	0.0	3.3	14.1	0.0	17.1	25.5	0.0	24.2	26.2	24.0	0.0
Incr Delay (d2), s/veh	5.4	0.0	0.1	0.0	0.0	0.9	0.4	0.0	0.7	0.5	0.5	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.1	0.0	1.5	0.1	0.0	4.7	0.8	0.0	1.0	0.9	0.6	0.0
LnGrp Delay(d),s/veh	14.4	0.0	3.4	14.1	0.0	18.1	25.9	0.0	25.0	26.7	24.4	0.0
LnGrp LOS	B		A	B		B	C		C	C	C	
Approach Vol, veh/h	899				343				108			
Approach Delay, s/veh	11.4				17.9				25.4			
Approach LOS	B				B				C			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	48.0			13.2		22.5	25.5	13.2				
Change Period (Y+Rc), s	5.5			5.5		5.5	5.5	5.5				
Max Green Setting (Gmax), s	54.5			19.5		24.5	24.5	19.5				
Max Q Clear Time (g_c+l1), s	4.9			6.3		15.3	11.6	5.5				
Green Ext Time (p_c), s	3.9			0.6		1.7	2.8	0.6				
Intersection Summary												
HCM 2010 Ctrl Delay	14.9											
HCM 2010 LOS	B											

HCM 2010 TWSC
2: SR 293 & Old Mill Rd

Existing AM Peak

Intersection						
Int Delay, s/veh	6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	16	219	118	118	90	19
Future Vol, veh/h	16	219	118	118	90	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	90	82	92	70	68
Heavy Vehicles, %	2	3	4	5	3	2
Mvmt Flow	24	243	144	128	129	28
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	559	143	157	0	-	0
Stage 1	143	-	-	-	-	-
Stage 2	416	-	-	-	-	-
Critical Hdwy	6.42	6.23	4.14	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.327	2.236	-	-	-
Pot Cap-1 Maneuver	490	902	1411	-	-	-
Stage 1	884	-	-	-	-	-
Stage 2	666	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	440	902	1411	-	-	-
Mov Cap-2 Maneuver	440	-	-	-	-	-
Stage 1	884	-	-	-	-	-
Stage 2	598	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	11.4	4.1		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBTLn1	SBT	SBR		
Capacity (veh/h)	1411	- 825	-	-		
HCM Lane V/C Ratio	0.102	- 0.324	-	-		
HCM Control Delay (s)	7.8	- 11.4	-	-		
HCM Lane LOS	A	- B	-	-		
HCM 95th %tile Q(veh)	0.3	- 1.4	-	-		

HCM 2010 TWSC
2: SR 293 & Old Mill Rd

Existing PM Peak

Intersection

Int Delay, s/veh 5.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	10	187	223	126	101	21
Future Vol, veh/h	10	187	223	126	101	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	87	90	92	79	68
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	12	215	248	137	128	31

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	776	143	159 0
Stage 1	143	-	- -
Stage 2	633	-	- -
Critical Hdwy	6.42	6.23	4.13 -
Critical Hdwy Stg 1	5.42	-	- -
Critical Hdwy Stg 2	5.42	-	- -
Follow-up Hdwy	3.518	3.327	2.227 -
Pot Cap-1 Maneuver	366	902	1414 -
Stage 1	884	-	- -
Stage 2	529	-	- -
Platoon blocked, %			- -
Mov Cap-1 Maneuver	302	902	1414 -
Mov Cap-2 Maneuver	302	-	- -
Stage 1	884	-	- -
Stage 2	436	-	- -

Approach	EB	NB	SB
HCM Control Delay, s	11.1	5.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1414	-	816	-	-
HCM Lane V/C Ratio	0.175	-	0.278	-	-
HCM Control Delay (s)	8.1	-	11.1	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.6	-	1.1	-	-

HCM 2010 Signalized Intersection Summary3: US 41 & South Bridge Rd

Existing AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	462	3	126	2	0	0	88	435	4	18	465	401
Future Volume (veh/h)	462	3	126	2	0	0	88	435	4	18	465	401
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1863	1863	1900	1863	1900	1863	1863	1863	1776	1845	1863
Adj Flow Rate, veh/h	557	12	0	8	0	0	121	494	8	32	522	0
Adj No. of Lanes	0	1	1	0	1	0	1	2	1	1	2	1
Peak Hour Factor	0.83	0.25	0.88	0.25	0.92	0.92	0.73	0.88	0.50	0.56	0.89	0.72
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	7	3	2
Cap, veh/h	644	14	587	29	0	0	350	1388	621	297	860	388
Arrive On Green	0.37	0.37	0.00	0.02	0.00	0.00	0.09	0.39	0.39	0.25	0.25	0.00
Sat Flow, veh/h	1738	37	1583	1774	0	0	1774	3539	1583	851	3505	1583
Grp Volume(v), veh/h	569	0	0	8	0	0	121	494	8	32	522	0
Grp Sat Flow(s),veh/h/ln	1776	0	1583	1774	0	0	1774	1770	1583	851	1752	1583
Q Serve(g_s), s	24.2	0.0	0.0	0.4	0.0	0.0	3.8	8.0	0.3	2.4	10.8	0.0
Cycle Q Clear(g_c), s	24.2	0.0	0.0	0.4	0.0	0.0	3.8	8.0	0.3	2.4	10.8	0.0
Prop In Lane	0.98		1.00	1.00		0.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	658	0	587	29	0	0	350	1388	621	297	860	388
V/C Ratio(X)	0.86	0.00	0.00	0.28	0.00	0.00	0.35	0.36	0.01	0.11	0.61	0.00
Avail Cap(c_a), veh/h	1165	0	1039	174	0	0	416	1975	884	407	1311	592
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	23.8	0.0	0.0	39.6	0.0	0.0	19.0	17.5	15.1	24.1	27.3	0.0
Incr Delay (d2), s/veh	3.6	0.0	0.0	5.1	0.0	0.0	0.6	0.2	0.0	0.2	0.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	12.5	0.0	0.0	0.2	0.0	0.0	1.9	3.9	0.1	0.6	5.3	0.0
LnGrp Delay(d),s/veh	27.3	0.0	0.0	44.7	0.0	0.0	19.6	17.6	15.1	24.3	28.0	0.0
LnGrp LOS	C			D			B	B	B	C	C	
Approach Vol, veh/h	569				8				623			
Approach Delay, s/veh	27.3				44.7				18.0			
Approach LOS	C				D				B			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		5		6		8			
Phs Duration (G+Y+Rc), s	38.5		36.2		12.0		26.5		6.8			
Change Period (Y+Rc), s	6.5		6.0		4.5		6.5		5.5			
Max Green Setting (Gmax), s	45.5		53.5		10.5		30.5		8.0			
Max Q Clear Time (g_c+l1), s	10.0		26.2		5.8		12.8		2.4			
Green Ext Time (p_c), s	7.6		4.0		0.1		6.1		0.0			
Intersection Summary												
HCM 2010 Ctrl Delay	24.2											
HCM 2010 LOS	C											

2018 AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	575	243	13	10	102	21	13	24	1	35	17	503
Future Volume (veh/h)	575	243	13	10	102	21	13	24	1	35	17	503
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1829	1900	1319	1863	1900	1863	1697	1900	1863	1597	1863
Adj Flow Rate, veh/h	719	264	17	18	131	36	17	39	4	39	21	0
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.80	0.92	0.75	0.56	0.78	0.59	0.75	0.61	0.25	0.89	0.80	0.83
Percent Heavy Veh, %	2	2	2	44	2	2	2	13	13	2	19	2
Cap, veh/h	942	1199	77	372	462	127	260	173	18	241	182	181
Arrive On Green	0.29	0.71	0.71	0.33	0.33	0.33	0.11	0.11	0.11	0.11	0.11	0.00
Sat Flow, veh/h	1774	1700	109	775	1408	387	1385	1514	155	1358	1597	1583
Grp Volume(v), veh/h	719	0	281	18	0	167	17	0	43	39	21	0
Grp Sat Flow(s),veh/h/ln	1774	0	1810	775	0	1794	1385	0	1669	1358	1597	1583
Q Serve(g_s), s	14.6	0.0	3.3	1.0	0.0	4.2	0.7	0.0	1.4	1.6	0.7	0.0
Cycle Q Clear(g_c), s	14.6	0.0	3.3	1.0	0.0	4.2	1.4	0.0	1.4	3.1	0.7	0.0
Prop In Lane	1.00		0.06	1.00		0.22	1.00		0.09	1.00		1.00
Lane Grp Cap(c), veh/h	942	0	1277	372	0	589	260	0	190	241	182	181
V/C Ratio(X)	0.76	0.00	0.22	0.05	0.00	0.28	0.07	0.00	0.23	0.16	0.12	0.00
Avail Cap(c_a), veh/h	1001	0	1470	430	0	722	545	0	534	521	511	507
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	7.1	0.0	3.1	14.1	0.0	15.2	24.9	0.0	24.5	25.9	24.2	0.0
Incr Delay (d2), s/veh	3.3	0.0	0.1	0.1	0.0	0.3	0.1	0.0	0.6	0.3	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	0.0	1.7	0.2	0.0	2.1	0.3	0.0	0.7	0.6	0.3	0.0
LnGrp Delay(d),s/veh	10.5	0.0	3.2	14.1	0.0	15.4	25.0	0.0	25.1	26.2	24.5	0.0
LnGrp LOS	B		A	B		B	C		C	C	C	
Approach Vol, veh/h	1000				185				60			
Approach Delay, s/veh	8.4				15.3				25.1			
Approach LOS	A				B				C			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2			4		5		6		8		
Phs Duration (G+Y+Rc), s	48.5			12.5		23.0		25.5		12.5		
Change Period (Y+Rc), s	5.5			5.5		5.5		5.5		5.5		
Max Green Setting (Gmax), s	49.5			19.5		19.5		24.5		19.5		
Max Q Clear Time (g_c+1l), s	5.3			5.1		16.6		6.2		3.4		
Green Ext Time (p_c), s	3.0			0.3		0.9		2.5		0.4		
Intersection Summary												
HCM 2010 Ctrl Delay				11.0								
HCM 2010 LOS				B								

HCM 2010 TWSC
2: SR 293 & Old Mill Rd

2018 AM Peak

Intersection

Int Delay, s/veh 6.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	17	234	129	129	98	21
Future Vol, veh/h	17	234	129	129	98	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	90	82	92	70	68
Heavy Vehicles, %	2	3	4	5	3	2
Mvmt Flow	25	260	157	140	140	31

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	610	155	171 0
Stage 1	155	-	- -
Stage 2	455	-	- -
Critical Hdwy	6.42	6.23	4.14 -
Critical Hdwy Stg 1	5.42	-	- -
Critical Hdwy Stg 2	5.42	-	- -
Follow-up Hdwy	3.518	3.327	2.236 -
Pot Cap-1 Maneuver	458	888	1394 -
Stage 1	873	-	- -
Stage 2	639	-	- -
Platoon blocked, %			- -
Mov Cap-1 Maneuver	406	888	1394 -
Mov Cap-2 Maneuver	406	-	- -
Stage 1	873	-	- -
Stage 2	567	-	- -

Approach	EB	NB	SB
HCM Control Delay, s	11.9	4.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1394	-	803	-	-
HCM Lane V/C Ratio	0.113	-	0.355	-	-
HCM Control Delay (s)	7.9	-	11.9	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.4	-	1.6	-	-

HCM 2010 TWSC
2: SR 293 & Old Mill Rd

2018 PM Peak

Intersection

Int Delay, s/veh 6.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	11	204	243	137	110	23
Future Vol, veh/h	11	204	243	137	110	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	87	90	92	79	68
Heavy Vehicles, %	2	3	3	2	2	2
Mvmt Flow	13	234	270	149	139	34

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	845	156	173 0
Stage 1	156	-	- -
Stage 2	689	-	- -
Critical Hdwy	6.42	6.23	4.13 -
Critical Hdwy Stg 1	5.42	-	- -
Critical Hdwy Stg 2	5.42	-	- -
Follow-up Hdwy	3.518	3.327	2.227 -
Pot Cap-1 Maneuver	333	887	1398 -
Stage 1	872	-	- -
Stage 2	498	-	- -
Platoon blocked, %			- -
Mov Cap-1 Maneuver	269	887	1398 -
Mov Cap-2 Maneuver	269	-	- -
Stage 1	872	-	- -
Stage 2	402	-	- -

Approach	EB	NB	SB
HCM Control Delay, s	11.6	5.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1398	-	790	-	-
HCM Lane V/C Ratio	0.193	-	0.314	-	-
HCM Control Delay (s)	8.2	-	11.6	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.7	-	1.3	-	-

2018 PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	500	0	85	1	1	4	205	633	0	3	575	482
Future Volume (veh/h)	500	0	85	1	1	4	205	633	0	3	575	482
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1863	1863	1900	1863	1900	1863	1863	1863	1900	1863	1863
Adj Flow Rate, veh/h	641	0	0	4	4	8	256	728	0	6	653	0
Adj No. of Lanes	0	1	1	0	1	0	1	2	1	1	2	1
Peak Hour Factor	0.78	0.25	0.75	0.25	0.25	0.50	0.80	0.87	0.92	0.50	0.88	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	0	2	2
Cap, veh/h	697	0	622	12	12	24	343	1448	648	247	858	384
Arrive On Green	0.39	0.00	0.00	0.03	0.03	0.03	0.12	0.41	0.00	0.24	0.24	0.00
Sat Flow, veh/h	1774	0	1583	423	423	846	1774	3539	1583	738	3539	1583
Grp Volume(v), veh/h	641	0	0	16	0	0	256	728	0	6	653	0
Grp Sat Flow(s),veh/h/ln	1774	0	1583	1692	0	0	1774	1770	1583	738	1770	1583
Q Serve(g_s), s	36.4	0.0	0.0	1.0	0.0	0.0	11.0	16.2	0.0	0.7	18.1	0.0
Cycle Q Clear(g_c), s	36.4	0.0	0.0	1.0	0.0	0.0	11.0	16.2	0.0	0.7	18.1	0.0
Prop In Lane	1.00		1.00	0.25		0.50	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	697	0	622	48	0	0	343	1448	648	247	858	384
V/C Ratio(X)	0.92	0.00	0.00	0.33	0.00	0.00	0.75	0.50	0.00	0.02	0.76	0.00
Avail Cap(c_a), veh/h	821	0	733	136	0	0	383	1655	740	274	986	441
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	30.6	0.0	0.0	50.5	0.0	0.0	26.2	23.3	0.0	30.6	37.3	0.0
Incr Delay (d2), s/veh	14.1	0.0	0.0	4.0	0.0	0.0	7.0	0.3	0.0	0.0	3.1	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	20.5	0.0	0.0	0.5	0.0	0.0	6.0	7.9	0.0	0.1	9.3	0.0
LnGrp Delay(d),s/veh	44.6	0.0	0.0	54.5	0.0	0.0	33.1	23.5	0.0	30.7	40.3	0.0
LnGrp LOS	D			D			C	C		C	D	
Approach Vol, veh/h	641			16			984			659		
Approach Delay, s/veh	44.6			54.5			26.0			40.2		
Approach LOS	D			D			C			D		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	49.8			47.6		17.6	32.2	8.5				
Change Period (Y+Rc), s	6.5			6.0		4.5	6.5	5.5				
Max Green Setting (Gmax), s	49.5			49.0		15.5	29.5	8.5				
Max Q Clear Time (g_c+11), s	18.2			38.4		13.0	20.1	3.0				
Green Ext Time (p_c), s	10.6			3.2		0.2	5.5	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay				35.5								
HCM 2010 LOS				D								

HCM 2010 Signalized Intersection Summary
3: US 41 & South Bridge Rd

2018 PM Peak w/ Dual Left
EB Dual Left Turn

User approved volume balancing among the lanes for turning movement.

HCM 2010 Signalized Intersection Summary 3: Erwin St & Old Mill Rd

2018 AM Peak w/ Project

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	575	245	15	30	103	32	14	35	11	63	44	548
Future Volume (veh/h)	575	245	15	30	103	32	14	35	11	63	44	548
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1835	1900	1242	1857	1900	1377	1386	1900	1667	1267	1863
Adj Flow Rate, veh/h	719	266	20	54	132	54	19	57	44	71	55	0
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	1
Peak Hour Factor	0.80	0.92	0.75	0.56	0.78	0.59	0.75	0.61	0.25	0.89	0.80	0.83
Percent Heavy Veh, %	2	2	2	53	2	2	38	24	24	14	50	2
Cap, veh/h	875	1126	85	322	372	152	237	123	95	220	214	268
Arrive On Green	0.29	0.67	0.67	0.30	0.30	0.30	0.17	0.17	0.17	0.17	0.17	0.00
Sat Flow, veh/h	1774	1686	127	726	1254	513	993	726	561	1153	1267	1583
Grp Volume(v), veh/h	719	0	286	54	0	186	19	0	101	71	55	0
Grp Sat Flow(s),veh/h/ln	1774	0	1813	726	0	1767	993	0	1287	1153	1267	1583
Q Serve(g_s), s	17.6	0.0	4.2	3.8	0.0	5.6	1.1	0.0	4.8	4.0	2.5	0.0
Cycle Q Clear(g_c), s	17.6	0.0	4.2	3.8	0.0	5.6	3.7	0.0	4.8	8.8	2.5	0.0
Prop In Lane	1.00		0.07	1.00		0.29	1.00		0.44	1.00		1.00
Lane Grp Cap(c), veh/h	875	0	1210	322	0	524	237	0	218	220	214	268
V/C Ratio(X)	0.82	0.00	0.24	0.17	0.00	0.35	0.08	0.00	0.46	0.32	0.26	0.00
Avail Cap(c_a), veh/h	875	0	1331	371	0	642	357	0	372	359	367	458
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	9.4	0.0	4.4	18.0	0.0	18.6	25.9	0.0	25.2	29.2	24.3	0.0
Incr Delay (d2), s/veh	6.3	0.0	0.1	0.2	0.0	0.4	0.1	0.0	1.5	0.8	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.7	0.0	2.1	0.8	0.0	2.7	0.3	0.0	1.8	1.3	0.9	0.0
LnGrp Delay(d),s/veh	15.7	0.0	4.5	18.2	0.0	19.0	26.1	0.0	26.8	30.0	24.9	0.0
LnGrp LOS	B		A	B		B	C		C	C	C	
Approach Vol, veh/h	1005				240			120			126	
Approach Delay, s/veh	12.5				18.9			26.7			27.8	
Approach LOS	B				B			C			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	50.5			16.9		25.0	25.5	16.9				
Change Period (Y+Rc), s	5.5			5.5		5.5	5.5	5.5				
Max Green Setting (Gmax), s	49.5			19.5		19.5	24.5	19.5				
Max Q Clear Time (g_c+11), s	6.2			10.8		19.6	7.6	6.8				
Green Ext Time (p_c), s	3.5			0.8		0.0	2.9	0.9				
Intersection Summary												
HCM 2010 Ctrl Delay	16.0											
HCM 2010 LOS	B											

HCM 2010 TWSC
2: SR 293 & Old Mill Rd

2018 AM Peak W/ Project

Intersection						
Int Delay, s/veh	6.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	19	254	166	129	98	21
Future Vol, veh/h	19	254	166	129	98	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	67	90	82	92	70	68
Heavy Vehicles, %	2	4	10	5	3	2
Mvmt Flow	28	282	202	140	140	31
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	700	155	171	0	-	0
Stage 1	155	-	-	-	-	-
Stage 2	545	-	-	-	-	-
Critical Hdwy	6.42	6.24	4.2	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.336	2.29	-	-	-
Pot Cap-1 Maneuver	405	886	1359	-	-	-
Stage 1	873	-	-	-	-	-
Stage 2	581	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	345	886	1359	-	-	-
Mov Cap-2 Maneuver	345	-	-	-	-	-
Stage 1	873	-	-	-	-	-
Stage 2	495	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	12.7	4.8		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1359	-	775	-	-	
HCM Lane V/C Ratio	0.149	-	0.401	-	-	
HCM Control Delay (s)	8.1	-	12.7	-	-	
HCM Lane LOS	A	-	B	-	-	
HCM 95th %tile Q(veh)	0.5	-	1.9	-	-	

HCM 2010 TWSC
2: SR 293 & Old Mill Rd

2018 PM Peak w/ Project

Intersection						
Int Delay, s/veh	6.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	15	240	266	137	110	25
Future Vol, veh/h	15	240	266	137	110	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	87	90	92	79	68
Heavy Vehicles, %	7	4	6	2	2	4
Mvmt Flow	18	276	296	149	139	37
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	898	158	176	0	-	0
Stage 1	158	-	-	-	-	-
Stage 2	740	-	-	-	-	-
Critical Hdwy	6.47	6.24	4.16	-	-	-
Critical Hdwy Stg 1	5.47	-	-	-	-	-
Critical Hdwy Stg 2	5.47	-	-	-	-	-
Follow-up Hdwy	3.563	3.336	2.254	-	-	-
Pot Cap-1 Maneuver	304	882	1376	-	-	-
Stage 1	858	-	-	-	-	-
Stage 2	463	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	239	882	1376	-	-	-
Mov Cap-2 Maneuver	239	-	-	-	-	-
Stage 1	858	-	-	-	-	-
Stage 2	363	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	12.7	5.5		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBTLn1	SBT	SBR		
Capacity (veh/h)	1376	- 757	-	-		
HCM Lane V/C Ratio	0.215	- 0.388	-	-		
HCM Control Delay (s)	8.3	- 12.7	-	-		
HCM Lane LOS	A	- B	-	-		
HCM 95th %tile Q(veh)	0.8	- 1.8	-	-		

HCM 2010 Signalized Intersection Summary 3: US 41 & South Bridge Rd

2018 AM Peak w/Project

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	519	3	142	0	2	4	111	633	4	20	507	474
Future Volume (veh/h)	519	3	142	0	2	4	111	633	4	20	507	474
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1845	1845	1900	1863	1900	1810	1863	1863	1863	1845	1810
Adj Flow Rate, veh/h	625	12	0	0	2	4	152	719	8	36	570	0
Adj No. of Lanes	0	1	1	0	1	0	1	2	1	1	2	1
Peak Hour Factor	0.83	0.25	0.88	0.25	0.92	0.92	0.73	0.88	0.50	0.56	0.89	0.72
Percent Heavy Veh, %	2	2	3	2	2	2	5	2	2	2	3	5
Cap, veh/h	680	13	618	0	7	14	324	1414	633	256	934	410
Arrive On Green	0.39	0.39	0.00	0.00	0.01	0.01	0.08	0.40	0.40	0.27	0.27	0.00
Sat Flow, veh/h	1726	33	1568	0	556	1111	1723	3539	1583	725	3505	1538
Grp Volume(v), veh/h	637	0	0	0	0	6	152	719	8	36	570	0
Grp Sat Flow(s),veh/h/ln	1759	0	1568	0	0	1667	1723	1770	1583	725	1752	1538
Q Serve(g_s), s	31.9	0.0	0.0	0.0	0.0	0.3	5.6	14.2	0.3	3.7	13.2	0.0
Cycle Q Clear(g_c), s	31.9	0.0	0.0	0.0	0.0	0.3	5.6	14.2	0.3	5.5	13.2	0.0
Prop In Lane	0.98		1.00	0.00		0.67	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	693	0	618	0	0	21	324	1414	633	256	934	410
V/C Ratio(X)	0.92	0.00	0.00	0.00	0.00	0.29	0.47	0.51	0.01	0.14	0.61	0.00
Avail Cap(c_a), veh/h	796	0	710	0	0	153	374	2155	964	387	1568	688
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	26.7	0.0	0.0	0.0	0.0	45.4	21.6	21.0	16.8	27.7	29.8	0.0
Incr Delay (d2), s/veh	14.5	0.0	0.0	0.0	0.0	7.6	1.1	0.3	0.0	0.2	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.2	0.0	0.0	0.0	0.0	0.2	2.8	6.9	0.1	0.7	6.5	0.0
LnGrp Delay(d),s/veh	41.2	0.0	0.0	0.0	0.0	53.0	22.6	21.3	16.8	28.0	30.5	0.0
LnGrp LOS	D					D	C	C	B	C	C	
Approach Vol, veh/h	637			6			879			606		
Approach Delay, s/veh	41.2			53.0			21.5			30.3		
Approach LOS	D			D			C			C		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	43.6			42.6		12.3	31.2	6.6				
Change Period (Y+Rc), s	6.5			6.0		4.5	6.5	5.5				
Max Green Setting (Gmax), s	56.5			42.0		10.5	41.5	8.5				
Max Q Clear Time (g_c+1), s	16.2			33.9		7.6	15.2	2.3				
Green Ext Time (p_c), s	10.7			2.7		0.1	9.5	0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			30.0									
HCM 2010 LOS			C									

2018 PM Peak w/ Project Traffic

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	535	3	106	1	1	4	215	474	0	12	575	504
Future Volume (veh/h)	535	3	106	1	1	4	215	474	0	12	575	504
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1900	1828	1827	1900	1863	1900	1827	1863	1863	1900	1863	1863
Adj Flow Rate, veh/h	686	12	0	4	4	8	269	545	0	24	653	0
Adj No. of Lanes	0	1	1	0	1	0	1	2	1	1	2	1
Peak Hour Factor	0.78	0.25	0.75	0.25	0.25	0.50	0.80	0.87	0.92	0.50	0.88	0.90
Percent Heavy Veh, %	2	2	4	2	2	2	4	2	2	0	2	2
Cap, veh/h	723	13	656	12	12	23	332	1414	633	261	813	364
Arrive On Green	0.42	0.42	0.00	0.03	0.03	0.03	0.13	0.40	0.00	0.23	0.23	0.00
Sat Flow, veh/h	1712	30	1553	423	423	846	1740	3539	1583	875	3539	1583
Grp Volume(v), veh/h	698	0	0	16	0	0	269	545	0	24	653	0
Grp Sat Flow(s),veh/h/ln	1742	0	1553	1692	0	0	1740	1770	1583	875	1770	1583
Q Serve(g_s), s	46.2	0.0	0.0	1.1	0.0	0.0	13.6	13.1	0.0	2.6	20.8	0.0
Cycle Q Clear(g_c), s	46.2	0.0	0.0	1.1	0.0	0.0	13.6	13.1	0.0	2.6	20.8	0.0
Prop In Lane	0.98		1.00	0.25		0.50	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	736	0	656	47	0	0	332	1414	633	261	813	364
V/C Ratio(X)	0.95	0.00	0.00	0.34	0.00	0.00	0.81	0.39	0.00	0.09	0.80	0.00
Avail Cap(c_a), veh/h	786	0	701	120	0	0	372	1612	721	291	932	417
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	33.3	0.0	0.0	57.1	0.0	0.0	30.4	25.5	0.0	36.5	43.5	0.0
Incr Delay (d2), s/veh	20.0	0.0	0.0	4.3	0.0	0.0	11.5	0.2	0.0	0.2	4.5	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	26.2	0.0	0.0	0.6	0.0	0.0	7.6	6.4	0.0	0.6	10.7	0.0
LnGrp Delay(d),s/veh	53.3	0.0	0.0	61.4	0.0	0.0	41.9	25.7	0.0	36.6	48.1	0.0
LnGrp LOS	D			E			D	C		D	D	
Approach Vol, veh/h		698			16			814			677	
Approach Delay, s/veh		53.3			61.4			31.0			47.7	
Approach LOS		D			E			C			D	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		54.3		56.5	20.3	34.0		8.8				
Change Period (Y+Rc), s		6.5		6.0	4.5	6.5		5.5				
Max Green Setting (Gmax), s		54.5		54.0	18.5	31.5		8.5				
Max Q Clear Time (g_c+I1), s		15.1		48.2	15.6	22.8		3.1				
Green Ext Time (p_c), s		9.4		2.3	0.2	4.7		0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			43.4									
HCM 2010 LOS			D									

2018 PM Peak w/ Project Traffic
EB Dual Left Turn Lane

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	535	3	106	1	1	4	215	474	0	12	575	504
Future Volume (veh/h)	535	3	106	1	1	4	215	474	0	12	575	504
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1827	1828	1900	1900	1863	1900	1827	1863	1863	1900	1863	1827
Adj Flow Rate, veh/h	695	0	0	4	4	8	269	545	0	24	653	0
Adj No. of Lanes	2	1	0	0	1	0	1	2	1	1	2	1
Peak Hour Factor	0.78	0.25	0.75	0.25	0.25	0.50	0.80	0.87	0.92	0.50	0.88	0.90
Percent Heavy Veh, %	4	2	2	2	2	2	4	2	2	0	2	4
Cap, veh/h	874	459	0	13	13	26	417	1677	750	344	996	437
Arrive On Green	0.25	0.00	0.00	0.03	0.03	0.03	0.13	0.47	0.00	0.28	0.28	0.00
Sat Flow, veh/h	3480	1828	0	423	423	846	1740	3539	1583	875	3539	1553
Grp Volume(v), veh/h	695	0	0	16	0	0	269	545	0	24	653	0
Grp Sat Flow(s),veh/h/ln	1740	1828	0	1692	0	0	1740	1770	1583	875	1770	1553
Q Serve(g_s), s	13.7	0.0	0.0	0.7	0.0	0.0	7.5	7.0	0.0	1.5	12.0	0.0
Cycle Q Clear(g_c), s	13.7	0.0	0.0	0.7	0.0	0.0	7.5	7.0	0.0	1.5	12.0	0.0
Prop In Lane	1.00		0.00	0.25		0.50	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	874	459	0	51	0	0	417	1677	750	344	996	437
V/C Ratio(X)	0.80	0.00	0.00	0.31	0.00	0.00	0.65	0.32	0.00	0.07	0.66	0.00
Avail Cap(c_a), veh/h	2271	1193	0	196	0	0	460	2189	979	449	1419	623
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	25.8	0.0	0.0	34.9	0.0	0.0	15.7	12.0	0.0	19.5	23.3	0.0
Incr Delay (d2), s/veh	1.7	0.0	0.0	3.4	0.0	0.0	2.7	0.1	0.0	0.1	0.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.8	0.0	0.0	0.4	0.0	0.0	3.9	3.4	0.0	0.4	5.9	0.0
LnGrp Delay(d),s/veh	27.5	0.0	0.0	38.3	0.0	0.0	18.4	12.1	0.0	19.6	24.0	0.0
LnGrp LOS	C			D			B	B		B	C	
Approach Vol, veh/h		695			16			814			677	
Approach Delay, s/veh		27.5			38.3			14.2			23.9	
Approach LOS		C			D			B			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4	5	6		8				
Phs Duration (G+Y+Rc), s		41.4		24.5	14.2	27.2		7.7				
Change Period (Y+Rc), s		6.5		6.0	4.5	6.5		5.5				
Max Green Setting (Gmax), s		45.5		48.0	11.5	29.5		8.5				
Max Q Clear Time (g_c+l1), s		9.0		15.7	9.5	14.0		2.7				
Green Ext Time (p_c), s		9.3		2.7	0.2	6.7		0.0				
Intersection Summary												
HCM 2010 Ctrl Delay			21.5									
HCM 2010 LOS			C									
Notes												

HCM 2010 Signalized Intersection Summary
3: US 41 & South Bridge Rd

2018 PM Peak w/ Project Traffic
EB Dual Left Turn Lane

User approved volume balancing among the lanes for turning movement.

Appendix C

Driveway Left Turn Analysis

Left Turn Lane Analysis Old Mill Road at Project Driveway A.M. Peak Hour

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

2-lane roadway (English)

INPUT

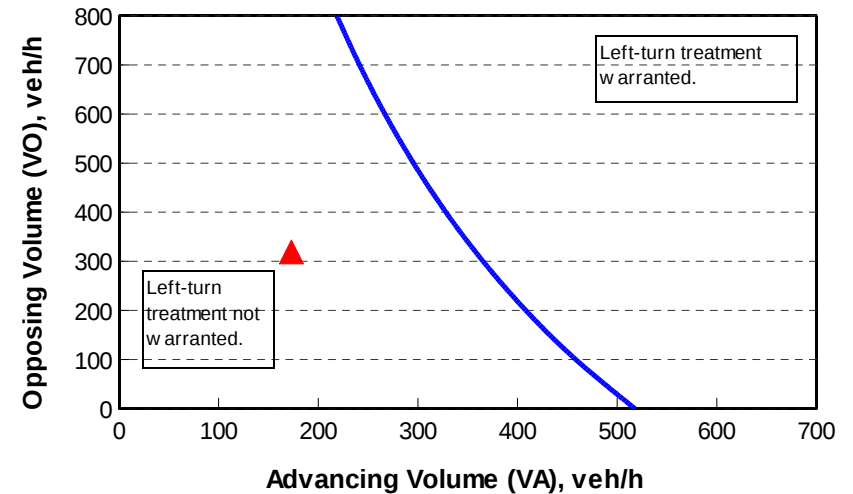
Variable	Value
85 th percentile speed, mph:	40
Percent of left-turns in advancing volume (V_A), %:	13%
Advancing volume (V_A), veh/h:	173
Opposing volume (V_O), veh/h:	319

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	358
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9



Left Turn Analysis Old Mill Road at Project Driveway P.M. Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

2-lane roadway (English)

INPUT

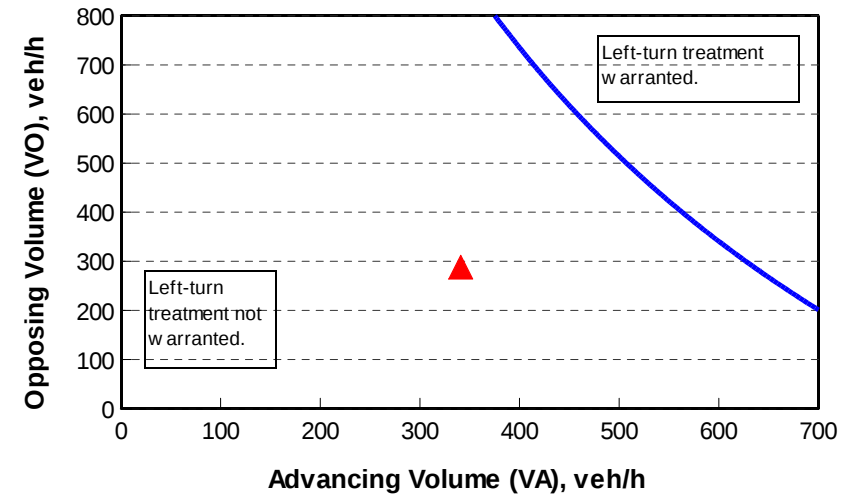
Variable	Value
85 th percentile speed, mph:	40
Percent of left-turns in advancing volume (V_A), %:	4%
Advancing volume (V_A), veh/h:	341
Opposing volume (V_O), veh/h:	288

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	635
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9





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July 12, 2016

VIA HAND DELIVERY

Mayor and City Council of the City of Cartersville
 City of Cartersville Planning Commissioners
 c/o Randy Mannino, AICP
 Cartersville Zoning Administrator

LETTER OF CONSTITUTIONAL OBJECTIONS

Re: Wright rezoning application
 Case # Z15—04 / Z16-02

Dear Honorable Mayor, Council, and Planning Commissioners:

As you will recall, I have previously submitted to you a letter of constitutional objections on behalf of clients for Mr. Wright's rezoning of the property on Old Mill Road. The purpose of this letter is to renew those constitutional objections and also address a few key points.

1. Rezoning too speculatively would be unconstitutional.

It is my understanding that Mr. Wright continues to seek a speculative rezoning without an identified end-user. Without a known end-user, there is no way for the City to accurately assess and mitigate the potential negatives of the development. The accepted process in jurisdictions throughout Georgia is that the applicant determines what use it will actually make of the property and then seeks rezoning that is site plan specific. This way the Planning Commission and City Council can know exactly what they are approving, and the public can have a meaningful opportunity to comment. Where appropriate, the City Council would be able to deny an application or impose reasonable conditions to mitigate concerns raised by the application. But by granting this speculative request, the City would be giving this up for no good reason and contrary to the interests of residents and other property owners in the vicinity.

2. The application is not consistent with City comprehensive planning.

As discussed in the Zoning Synopsis for this application, the request is not consistent with the City's comprehensive planning. The City's Character Area-Future Development Map

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shows this property as Suburban Living. The purpose of this character area is stated by the Comprehensive Plan as:

Preserves established suburban neighborhoods and adjacent areas with suitable land use patterns, potential infill and redevelopment opportunities where development pressure is the greatest due to the adjacency of current or proposed community infrastructure (such as sewer, water and transportation facilities). Embody the spirit of traditional neighborhoods, such as sense of place, human connectivity and safety.¹

The approved zoning classifications are R-20 (the current zoning applicable to the County), R-15, and P-D. These are all residential classifications similar to our clients' adjacent properties. We believe the existing zoning and planning is constitutional, and it would be unconstitutional to so drastically deviate from that planning for the benefit of one applicant to the detriment of the adjacent residential landowners. Moreover, making decisions that are consistent with the planning is essential to having enforceable zoning throughout the City in future years. If you rezone in a manner that is not consistent with the City's planning here, it will be more difficult to deny inconsistent rezoning applications in the future. The applicant will point to the fact that there are established industrial uses on the north side of the subject property and that the application does not seek to rezone the southern half of the property. But of course, as soon as the City rezones the north, now the southern half of the property will be adjacent to industrial property, further undermining the City's ability to remain consistent with the comprehensive plan.

3. The applicant's traffic study is deeply flawed.

The traffic study presented to the City fails to consider the traffic signal that will likely be most adversely impacted by the siting of a distribution center on Old Mill Road. I am referring to the intersection of Old Mill Road and Etowah Drive. This intersection is already very busy in the morning peak time because two of the City's schools (Cartersville Primary and Elementary) are located on Old Mill near this intersection, along with Excel Christian Academy. In addition, the Cartersville Middle School is only a short way down Pine Grove Road. Thus, much of the City's school traffic will pass through this intersection one or more times every morning of the school year between 7 and 9 a.m. Likewise, east west traffic to the subject property will use Old Mill, passing through this intersection, and the above-named schools, on the most direct route to Georgia 113 and 61. The study is fundamentally flawed in failing to consider this proposed development's impact on the level of service of this intersection.

4. Mr. Wright's proposal to apply for conservation use tax treatment on the remainder of his property is not adequate protection.

As you know, my clients' primary concern all along has been protecting the quiet enjoyment of their neighborhood from encroaching industrial development. Mr. Wright has

¹ Comprehensive Plan, page 50

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proposed that the remainder of his property will be placed under a conservation use valuation assessment through the tax assessor. It is important that you understand that this is a non-binding restriction that primarily serves to reduce the taxation on the property. It can be freely broken by the property owner, with the only penalty being the repayment of tax benefits. If the City were to rezone the property, it would be more appropriate to impose a condition on the remainder of the property that prevents future development that is not consistent with its current use or zoning.

5. It would be a violation of the Zoning Procedures Law to consider the rezoning of the property at this time.

The Zoning Procedures Law unambiguously requires that:

If the zoning decision of a local government is for the rezoning of property and the amendment to the zoning ordinance to accomplish the rezoning is defeated by the local government, *then the same property may not again be considered for rezoning* until the expiration of at least six months immediately following the defeat of the rezoning by the local government.

As you know, Mr. Wright's last application was defeated in February of this year. Therefore, under the ZPL, it would not be appropriate to even consider rezoning the property until six months after the defeat. Both the scheduled Planning Commission and City Council meeting are within this six-month period, and therefore any decision rendered will be in direct violation of the Zoning Procedures Law and void.

Moreover, the City's Zoning Ordinance extends that period before a new application may be filed to 12 months:

22.1.3. *Resubmission after denial.* In the event an application for an amendment to the zoning map has been denied, another rezoning application affecting the same property shall not be submitted nor accepted until twelve (12) months have passed from the date of the final decision by the mayor and city council. The mayor and city council may either waive or reduce the twelve-month time interval by resolution, to a minimum of six (6) months.

This ordinance does allow the period to be removed, but only by resolution of the City Council, which has not happened in this case. Therefore, it would be error for the Planning Commission or City Council to consider or take any action on Mr. Wright's application at this time.

In summary, the City's existing zoning is constitutionally applied to the subject property; deviating from the comprehensive planning to benefit a developer at the expense of residents would be an unconstitutional exercise of the zoning power and a manifest abuse of the zoning power. And the zoning application is not timely under the Zoning Procedures Law or the City's

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own zoning ordinance. We urge you to continue to stay the course and apply the sound zoning practices discussed above.

Very truly yours,

JENKINS & BOWEN, P.C.



Brandon L. Bowen

cc: Mr. David Flint (by facsimile)
Mr. Keith Lovell (by facsimile)

Item # 2



City of Cartersville

City Council Meeting

7/21/2016 7:00:00 PM

Amendment to Alcohol Ordinance Pertaining to Supermarkets

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	This is an amendment to the Alcohol Ordinance as it pertains to Supermarkets over 100,000 square feet . The Alcohol Control Board has recommended approval of this ordinance.
City Manager's Remarks:	Your approval of this amendment is recommended by the Alcohol Control Board.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE I. IN GENERAL. SECTION 4-1 DEFINITIONS. AND ARTICLE II. LICENSING REQUIREMENTS. SECTION 4-56 LIMITATIONS ON ISSUANCE AND SECTION 4-59. POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS are hereby amended as follows:

1.

Sec. 4-1. - Definitions.

The definitions in O.C.G.A. tit. 3 apply to this article. In addition, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcohol control board means the board appointed by the mayor and city council to conduct hearings on the issuance, transfer, denial, fining, suspending, revoking or placing on probation; and to administer licensees, owners and licenses regarding the sale of alcoholic beverages within the city limits if a violation of the City of Cartersville Code of Ordinances has occurred or state law and to have all other powers conferred upon them by the mayor and city council.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Distilled spirits means all beverages containing alcohol, obtained by distillation or containing more than twenty-one (21) percent alcohol by volume, including fortified wines.

Fortified wine means any alcoholic beverage containing more than twenty-one (21) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes, but is not limited to, brandy.

Growler means a glass or ceramic bottle not to exceed sixty-four (64) ounces that is filled by a licensee or employee of a package outlet with beer from a keg. This includes supermarkets which may also have a pouring license.

Hotel or motel means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:

- (1) Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;
- (2) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
- (3) Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests;

provided, that, consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of the public dining rooms;

- (4) Which employs sufficient personnel to serve food as required herein; and
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee, and determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.
- (6) All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - a. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - b. A handsink is required in all food preparation and toilet rooms.
 - c. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - d. A mop sink or wash area is required for all restaurants.
 - e. Adequate refrigeration must be provided.
 - f. Adequate and approved work surface must be provided.
 - g. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - h. A commercial stove, oven, grill and/or range.

Licensee for the sale of distilled spirits by the drink on the premises means any person duly licensed to sell by the drink and for consumption only on the premises.

Lounge means a separate room connected with or a part of and adjacent to a restaurant or located in a hotel, provided that, in no event shall the seating capacity of the lounge exceed that of its connected restaurant.

Manufacturer means any maker, producer, distiller, vintner, rectifier, blender, or bottler of distilled spirits or malt beverages and wine or any other alcoholic beverage.

Nonprofit facilities. Being facilities owned or operated by a 501(c)3 organization which includes at least a sixty thousand (60,000) square foot museum and at least two (2) other nonprofit facilities which must be either a museum, educational facility, and/or theater.

Nonprofit licensee. Any 501(c)3 nonprofit corporation pursuant to the Internal Revenue Service which operates or owns at least one (1) museum of at least sixty thousand (60,000) square feet and at least two (2) other nonprofit facilities as defined herein to which a pouring license for the sell of malt beverages and wine and/or distilled spirits is issued.

Package means distilled spirits, wine or malt beverages sold, offered or stored, including but not limited to, kegs, bottles, growlers, can, or other original consumer container for sale at retail in sealed containers, not for opening or consumption upon the premises of the package outlet.

Package outlet means a store for the retail sale of either package wine or package malt beverages, distilled spirits or both, depending upon the license held, consumption on the premises not being permitted.

Package wine outlet means a store exclusively for the retail sale of package wine and no other alcoholic beverages. Said store shall be allowed to sell specialty items, including food (for example breads and cheeses). For the purpose of fees, said store shall pay the same licensing requirements as retail wine package store and for all other requirements of the ordinance unless other specified. However, food sales can be no more than thirty (30) percent of their total gross revenue sales. Additionally, a package wine outlet shall be allowed to repackage or bottle wine for sale and shall be allowed to serve samples in eight-ounce containers to patrons. Additionally, said establishment shall submit a report on its sales and samples served on the forms prescribed by the alcohol control board.

Pour means to sell alcoholic beverages for beverages purposes, to sell alcoholic beverages for consumption on the premises, and to sell alcoholic beverages by the drink or malt beverage and wine or both.

Pouring license means the authorization by the alcohol control board to engage in the sale for consumption on the premises of distilled spirits. Or sell by the drink means sell for beverage purposes for consumption on the premises.

Pouring outlet means any place where distilled spirits, wine and/or malt beverages (unless specifically modified) are poured or proposed to be poured. In the case of liquor and wine, "pouring outlet" means only a restaurant, hotel, private club or lounge.

Premises means the definite, closed-in or partitioned-in locality (whether room or building), sidewalk and right-of-way cafe, wherein pouring takes place, except as to hotels, where premises shall include guest rooms (if a state license is obtained), conference and/or banquet rooms within the hotel property.

Private club means a corporation organized and existing under the laws of the state, a private membership country club, or a fraternal or veterans organization having bylaws and a part of a national organization in existence at least ten (10) years, actively in operation within the city at least one (1) year immediately prior to the application for a license under this article, having at least one hundred (100) members regularly paying monthly, quarterly, semiannual or annual dues, organized and operated exclusively for fraternal brotherhood, pleasure, recreation and other nonprofitable purposes, no part of the net earnings of which inures to the benefit of any stockholder or member; and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of personnel and employees for cooking, preparing and serving meals for its members and guests; provided, that no member or officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the sale of distilled spirits to the club or its members or guests beyond the amount of such salary as may be fixed by its members at any annual meeting or by its governing board out of the general revenue of the club.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, without sleeping accommodations:

- (1) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required in this article;
- (2) Which provides a regular seating capacity for at least fifty (50) persons; provided, that consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of its connected restaurant;
- (3) Which employs sufficient personnel to serve food as required herein;

- (4) Which serves at least one (1) meal per day at least five (5) days per week (with the exception of holidays, vacations, and period of redecorating) and said meal must be served from 11:30 a.m. to 1:30 p.m. or 7:00 p.m. to 9:00 p.m. every day the establishment is open and hours of operation must be posted on the front door of the premises.
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

Retail cigar shop shall mean a commercial establishment that sells full-sized, hand-rolled cigars, which derives at least seventy (70) percent of its gross income from the sale of tobacco products sold on the premises. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

Retail dealer means any person who sells distilled spirits or beer or wine in unbroken packages at retail only to consumers and not for resale.

Retail package store means a place of business licensed to sell and distribute distilled spirits for retail.

Sunday sales license means pouring license or license to sell by the drink malt beverage and wine and/or distilled spirits on Sundays.

Supermarket: A retail market which (a) maintains an inventory of saleable grocery products including, but not limited to: meat, dairy, vegetable, fruit, dry goods and beverages; (b) has an interior floor space and storage areas of at least one hundred thousand (100,000) square feet of which more than fifty (50) percent of such interior floor area is devoted to the display for sale of food products; (c) sells prepared food; (d) has a full service kitchen; and (e) meets all applicable building, fire and safety codes in effect for the city. Malt Beverage and Wine, package pouring and sampling are allowed in the designated areas, as established for the Supermarket.

Wholesaler means any person who sells distilled spirits to other wholesale dealers or retail dealers.

Wine means any alcoholic beverage containing no more than twenty-one (21) percent alcohol by volume, which is made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, etc. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to this definition.

Wine specialty shop means:

- (1) Wine specialty shop means a retail establishment which has both sales of wine and limited consumption on the premises of wine, under the following conditions:

- a. No less than seventy-five (75) percent of the gross revenue of the business shall be derived from the package sale of table wine, fortified wines, port, sherry and/or wine accessories or other merchandise allowed to be sold in the downtown business district; (consumption on the premises sales must be twenty-five (25) percent or less of the business' gross revenue).
 - b. It shall be unlawful for a wine specialty shop to sell or have on the premises spirituous liquors or packaged malt beverages.
 - c. Free samples of wine shall not exceed one and one-half (1½) ounces nor shall any one (1) individual be offered more than three (3) samples within a calendar day.
 - d. Sampling or tasting of wine is only permitted within the designated portion of the premises.
- (2) A retail establishment operating as a wine specialty shop shall provide the city clerk's office, at the time of alcohol license renewal, a statement prepared by licensee's bookkeeper or accountant of the gross sales of the business for the preceding calendar year. The statement shall include the total gross sales for the establishment and document the percentage of sales in dollars attributed to consumption on the premises as compared to package sales and other general merchandise sales. Copies of the state sales tax returns for the same period shall be attached to the statement. The statement must be properly notarized and certified to be true and correct by the licensee or his/her agent under penalty of law, and shall accompany the renewal license fee payment on or before December 31, of each year. The city reserves the right to require, for any reasons deemed necessary by the city, a certified audit for sale of wine.

(Ord. No. 81-05, § I, 10-6-05; Ord. No. 58-06, § 1, 8-3-06; Ord. No. 18-07, § 1, 5-3-07; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 05-10, § 1, 2-4-10; Ord. No. 08-10, § 1(I—V), 3-18-10; Ord. No. 23-11, § 1, 12-1-11; Ord. No. 24-11, §§ 2, 3, 12-1-11; Ord. No. 11-14, § 1, 5-1-14)

2.

Sec. 4-56. - Limitations on issuance.

- (a) No person holding a package license for a particular location shall be granted a pouring license for the same location, or vice-versa, except for supermarkets.
- (b) No more than two (2) licenses shall be issued to any one (1) applicant, except an individual holding a pouring license at a specific location may hold both a pouring distilled spirits and pouring malt beverage and wine for said location.
- (c) The applicant must be present at the meeting of the alcohol control board at which their application is considered. If the applicant is not present, the alcohol control board cannot consider the application and may table it until the next meeting or deny it, which requires the applicant to resubmit and pay any required fees again (fees are not refunded if the application is denied).
- (d) Upon the payment of all occupation, specific, special, or ad valorem taxes due the city by such person or entity being the applicant or other parties of interest in the application for any previous year.

(Ord. No. 81-05, § I, 10-6-05; Ord. No. 08-10, § 3, 3-18-10; Ord. No. 05-14, § 1, 1-2-14)

3.

Sec. 4-59. - Pouring licenses limited to certain establishments.

No application for a pouring license shall be considered from, and no license shall be granted to an applicant whose premises for a pouring outlet is anything other than a restaurant, hotel, motel, private club, lounge or retail cigar shop store, or supermarket as defined in this chapter. It is the intention of this division that wine and malt beverages for consumption on the premises be sold only at bona fide restaurants, hotels, motels, private clubs, and retail cigar shops, and supermarkets under the restrictions herein set out, and not at walk-in bars or sham establishments, as follows:

- A. Hotel or motel as specifically defined in this Code, means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:
 - (1) Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;
 - (2) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
 - (3) Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests; provided, that, consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of the public dining rooms;
 - (4) Which employs sufficient personnel to serve food as required herein;
 - (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee, and determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.
 - (6) All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - a. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - b. A handsink is required in all food preparation and toilet rooms.
 - c. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - d. A mop sink or wash area is required for all restaurants.
 - e. Adequate refrigeration must be provided.
 - f. Adequate and approved work surface must be provided.
 - g. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and

ventilation equipment must be approved by the building officials and the fire department in addition to the health department.

h. A commercial stove, oven, grill and/or range.

B. Restaurant as specifically defined in this Code, means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, without sleeping accommodations:

- (1) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required in this article;
- (2) Which provides a regular seating capacity for at least fifty (50) persons; provided, that consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of its connected restaurant;
- (3) Which employs sufficient personnel to serve food as required herein;
- (4) Which serves at least one (1) meal per day at least five (5) days per week (with the exception of holidays, vacations, and period of redecorating) and said meal must be served from 11:30 a.m. to 1:30 p.m. or 7:00 p.m. to 10:00 p.m. every day the establishment is open and hours of operation must be posted on the front door of the premises.
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.
- (6) All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - a. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - b. A handsink is required in all food preparation and toilet room.
 - c. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - d. A mop sink or wash area is required for all restaurants.
 - e. Adequate refrigeration must be provided.
 - f. Adequate and approved work surface must be provided.
 - g. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - h. A commercial stove, oven, grill and/or range.

C. Retail cigar shops as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, and wine, and distilled spirits, without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that at least seventy (70) percent of its gross

annual sales be derived from the sale of full-sized, hand-rolled cigars, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongs, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, incense, pipe cleaners, and other smoking paraphernalia if all allowed to be sold pursuant to the ordinance. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

- (1) In regards to seating, parking and occupancy requirements, those applicable to the cigar store shall supersede those listed in chapter 4.

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D. A Supermarket, as defined in the Code, means a retail market which (a) maintains an inventory of saleable grocery products including, but not limited to: meat, dairy, vegetable, fruit, dry goods and beverages; (b) has an interior floor space and storage areas of at least one hundred thousand (100,000) square feet of which more than fifty (50) percent of such interior floor area is devoted to the display for sale of food products; (c) sells prepared food; (d) has a full service kitchen; and (e) meets all applicable building, fire and safety codes in effect for the city. Notwithstanding any other provision of the Code to the contrary, a Supermarket licensed for package wine and package malt beverages, may also be licensed to sell and serve malt beverages and wine pouring in specifically designated seating areas. A supermarket licensed for malt beverage and wine pouring shall also be allowed to provide samples of malt beverages and wine in specifically designated seating areas in conjunction with educational classes and sampling for consumption on the premises designed to promote wine or malt beverage appreciation and education. Sampling shall be limited to no more than one (1) time per day per customer. Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any two-hour period.

(Ord. No. 81-05, § 1, 10-6-05; Ord. No. 18-07, § 2, 5-3-07; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 08-10, § 5, 3-18-10; Ord. No. 16-10, § 1, 6-3-10; Ord. No. 03-15, § 1, 3-5-15)

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4.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: CONNIE KEELING, CITY CLERK

annual sales be derived from the sale of full-sized, hand-rolled cigars, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongs, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, incense, pipe cleaners, and other smoking paraphernalia if all allowed to be sold pursuant to the ordinance. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

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BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE I. IN GENERAL. SECTION 4-1 DEFINITIONS. AND ARTICLE II. LICENSING REQUIREMENTS. SECTION 4-56 LIMITATIONS ON ISSUANCE AND SECTION 4-59. POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS are hereby amended as follows:

1.

Sec. 4-1. - Definitions.

The definitions in O.C.G.A. tit. 3 apply to this article. In addition, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcohol control board means the board appointed by the mayor and city council to conduct hearings on the issuance, transfer, denial, fining, suspending, revoking or placing on probation; and to administer licensees, owners and licenses regarding the sale of alcoholic beverages within the city limits if a violation of the City of Cartersville Code of Ordinances has occurred or state law and to have all other powers conformed upon them by the mayor and city council.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Distilled spirits means all beverages containing alcohol, obtained by distillation or containing more than twenty-one (21) percent alcohol by volume, including fortified wines.

Fortified wine means any alcoholic beverage containing more than twenty-one (21) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes, but is not limited to, brandy.

Growler means a glass or ceramic bottle not to exceed sixty-four (64) ounces that is filled by a licensee or employee of a package outlet with beer from a keg. This includes supermarkets which may also have a pouring license.

Hotel or motel means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:

- (1) Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;
- (2) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
- (3) Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests;



City of Cartersville

City Council Meeting

7/21/2016 7:00:00 PM

Annual Assessment for Membership in the Northwest Georgia Regional Commission

SubCategory:	Other
Department Name:	City Manager
Department Summary Recommendation:	This is the request for the annual dues for membership and participation in the Northwest Georgia Regional Commission. This is for fiscal year July1, 2016 through June 30, 2017.
City Manager's Remarks:	This is our share of payment toward the RDC. This invoice is above \$5,000 and therefore requires Council authorization.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Description		Amount
Annual Assessment for the Fiscal Year July 1, 2016 through June 30, 2017		20,319.00
Population	x Dues Rate	
20,319	x 1.00	
Source: U.S. Census Bureau, Population Division Population Estimates as of July 1, 2015		
Please make payment to: Northwest Georgia Regional Commisison P.O. Box 1798 Rome, GA 30162-1798		
Invoice Total		20,319.00
Amount Paid		Item # 4 0.00
Balance Due		20,319.00
DUE UPON RECEIPT		



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
Center Road Sewer Replacement

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	The attached agreement is for engineering services for Phase II of the Center Road Sewer Replacement Project. Sweitzer Engineering has agreed to provide design, permitting and bidding services on the project for a fee not to exceed \$39,000. I recommend approval of this contract with Sweitzer Engineering. This project will be paid with Capacity Fee Funds
City Manager's Remarks:	Your approval of this agreement with Sweitzer Engineering is recommended.
Financial/Budget Certification:	This project will be paid with Capacity Fee Funds
Legal:	
Associated Information:	

SWEITZER ENGINEERING, INC.

Consulting Engineers

July 11, 2016

Mr. Bob Jones
Director
Cartersville Water Department
148 Walnut Grove Road
Cartersville, Georgia 30120

Re: Professional Engineering Services for Center Road 24-Inch Gravity Sewer Replacement- Phase 2

Dear Mr. Jones:

Thank you for inviting Sweitzer Engineering, Inc. to submit a proposal for professional engineering services for the referenced Project. We are pleased to provide this proposal in the form of a Letter-Agreement for professional engineering services.

Project Understanding:

We understand that the City of Cartersville (City) intends to undertake a project to re-design, bid, and construct a new 24-inch gravity sewer approximately 1,500 feet in length along Center Road beginning at Wansley Drive and terminating at Ann Circle. The project, previously known as *Center Road 24-Inch Gravity Sewer Replacement- Phase 2*, has been partially designed by another consultant. We understand that the City desires to generally follow the sewer alignment of the previous partial design. We understand that the partial design files will be made available in digital format for our use and that the City desires Sweitzer Engineering to hire a local, City-approved, land surveyor to field verify information contained in the existing partial design files.

Finally, we understand that the City has, or will obtain, easements necessary for the proposed sewer installation along the partial design alignment shown on drawings given to us during our July 5, 2016, meeting.

We understand that the City requires full-service engineering for the Design, Permitting, Bidding, and Construction phases of the Project, except that our Resident Representative services are not required except on a limited, as-needed, as-requested basis during the Construction phase.

Scope of Engineering Services:

Our professional engineering services will be provided in the customary Phases, as outlined below:

1. Initial Studies Phase:

We will consult with Owner to define and clarify the City's needs and to determine the extent of available data and information.

We will consult with and analyze requirements of governmental authorities having jurisdiction to approve the Project, including, but not limited to, the Georgia Environmental Protection.

We will select a local, City-approved land surveyor to provide field verification of existing

Item # 5

SWEITZER ENGINEERING, INC.

Consulting Engineers

partial-design data and to obtain topographic mapping along the proposed sewer alignment. We will coordinate with the City and the land surveyor to determine locations and extent of existing underground water, sanitary sewer, natural gas, communication, electrical, and storm water utilities within the limits of the proposed project. As requested, we will engage and pay the land surveyor. We will include the surveying cost with no mark-up in our invoicing for reimbursement by the City.

Upon receipt of surveying and topographic data from the land surveyor, we will prepare and submit two (2) sets of Schematic Drawings showing the proposed alignment of the new sewer, along with outline specifications, and a Preliminary Opinion of Probable Construction Cost. We will meet with City staff to review the Initial Studies Phase documents in your office and, if necessary, at the project site.

2. Final Design Phase: Upon City approval of the Initial Studies Phase documents and approval to proceed with the Final Design Phase, we will prepare four (4) copies of final Drawings, Specifications, and Bidding Documents to show the character and extent of the work to be performed, including provisions for erosion and sedimentation control. (If a Land Disturbance Activity permit is required, an Erosion Plan will be provided as an Additional Service.) At appropriate milestones during the final design phase, we will schedule informal reviews with City staff for intermediate progress reviews. We will provide a revised Opinion of Probable Construction Cost for the City's review.

We will file applications on the City's behalf for permits or approvals from governmental authorities having jurisdiction to review and approve the final design. No later than 15 days after authorization to proceed with the Final Design Phase, we will submit Design Phase documents incorporating City comments. We will also prepare documents suitable for submittal to the Georgia Environmental Protection Division, if required. After any regulatory agency comments are resolved, we will submit Final Design Phase documents, suitable for the Bidding Phase, including a revised Opinion of Probable Construction Cost.

3. Bidding Phase: Upon receipt of authorization to begin the Bidding Phase, we will assist the City in advertising for and obtaining construction bids or negotiating proposals for the Work, maintain a record of prospective bidders to whom Bidding Documents have been issued, issue addenda as appropriate to clarify, correct or change the Bidding Documents, consult with the City as to the acceptability of substitute materials or equipment, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for the Work, attend the bid opening and assist the City in evaluating bids or proposals; prepare and submit tabulations of bids; prepare a recommendation of award, and assist in assembling and awarding contracts for the Work.
4. Construction Phase: Upon award of the Construction Contract, we will provide Construction Administration Services as set forth in the General Provisions, on an hourly basis, as needed. Prior to start of the Construction Phase, we will provide a mutually agreed to, not-to-exceed, budget for our Construction Phase Services. We understand that Resident Representative Services are not included, unless requested by the City on an as-needed, as-requested, basis during the Construction phase.
5. Additional Services: Additional Services, if requested by the City, will be provided in accordance with Section 2 of the General Provisions, when authorized with a mutually agreed lump sum or hourly basis, with a not-to-exceed maximum.

SWEITZER ENGINEERING, INC.

Consulting Engineers

Schedule:

Upon authorization to begin the Initial Studies Phase, we will immediately initiate land surveying and mapping to verify partial data provided by City and to provide base mapping required for final design. We anticipate that surveying will require approximately two weeks.

We anticipate that the Project can be completed according to the following project schedule:

PROPOSED PROJECT SCHEDULE Center Road 24-Inch Gravity Sewer Replacement – Phase 2	
ITEM	DATE
Authorization to Proceed received by Sweitzer Engineering, Inc.	July 25, 2016 - Estimated
Release Land Surveyor	July 25, 2016 - Estimated
Complete and submit the Initial Studies Phase documents.	15 Days after receipt of survey data
Complete and submit the Final Design Phase documents suitable for bidding.	25 Days after City approval of Initial Phase documents

Engineering Fees:

Sweitzer Engineering, Inc. proposes to provide services for the Project for the following fees on an hourly basis with maximum not-to-exceed limits. The maximum not-to-exceed limit is based on the same hourly billing rates used in our previous engineering contracts with the City.

The maximum not-to-exceed limits for each Phase are summarized in the table below.

<u>ENGINEERING FEES</u> Center Road 24-Inch Gravity Sewer Replacement – Phase 2	
ACTIVITY	FEE
Initial Studies Phase – Not to Exceed	\$6,500
Final Design/Permitting Phase – Not to Exceed	\$19,000
Bidding Phase – Not to Exceed	\$8,500
Construction Administration	Hourly, with maximum to be agreed to prior to authorization

SWEITZER ENGINEERING, INC.

Consulting Engineers

Additional Services	Lump sum or hourly to be agreed to prior to authorization.
Allowance for land surveying and mapping. The actual surveying cost will be billed and will not exceed the allowance without City authorization.	\$5,000 Allowance

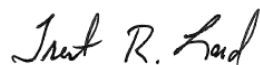
Our professional services under this Letter-Agreement will be undertaken in accordance with terms and conditions of our standard General Provisions which are attached hereto and made a part of this Letter-Agreement by reference.

Thank you for this opportunity to serve the City of Cartersville. Please call if you have any questions or wish to discuss any of the items contained in this proposal

If this proposal is acceptable, please sign and date below. Receipt of a signed and dated copy will be our authorization to proceed.

Sincerely,

SWEITZER ENGINEERING, INC.



Trent R. Lard, P.E.

Vice-President

Encl: General Provisions, 5 pages
Exhibit A - Standard Billing Rates

Acceptance:

The above is understood and accepted this _____ day of _____, 2016, which is the Effective Date of this Letter-Agreement.

CITY OF CARTERSVILLE, GEORGIA

ATTEST:

By: _____
(Signature)

(Signature)

(Name typed or printed)

Connie Keeling
(Name)

(Title)

City Clerk
(Title)

(Seal)

GENERAL PROVISIONS

Attached to and made part of the Letter-Agreement dated _____, 20____ between the **CITY OF CARTERSVILLE, GEORGIA** (Owner), a political subdivision of the State of Georgia and **SWEITZER ENGINEERING, INC.**, (Engineer), a corporation authorized to conduct business in the State of Georgia.

SECTION 1 – BASIC SERVICES OF THE ENGINEER

1.1 Scope The services as described in attached Letter-Agreement for Owner's project (Project).

1.1.1 Engineer, serving as Owner's professional engineering representative for the Project shall perform professional services consisting of civil engineering and other engineering services customary and incidental thereto.

1.2 Initial Studies Phase Engineer shall:

1.2.1 Consult with Owner to clarify the scope and define Owner's requirements for the Project and prepare preliminary documents consisting of conceptual design criteria, hydraulic calculations, preliminary sketches, and preliminary opinions of probable construction cost, as appropriate.

1.2.2 Advise Owner as to the necessity of Owner's providing, or obtaining from others, data or services of the types described in Section 3.1.2. Act as Owner's representative in connection with any such services.

1.2.3 Review available data and provide analyses of Owner's needs; provide a general analysis of various alternatives for the Project.

1.2.4 Provide recommendations and other general consultation and advice relative to the Project, as appropriate.

1.3 Design Phase Engineer shall:

1.3.1. On the basis of Initial Studies Phase documents accepted by the Owner, prepare final Drawings and Specifications to show the character and extent of the work to be performed, with such final Drawings and Specifications (the Design Phase documents) being sufficient and adequate to enable the Owner to accurately bid the work required to complete the Project.

1.3.2 Provide technical criteria, written descriptions and design data for Owner's use in applying for permits and approvals of government authorities having jurisdiction to review or approve the final design of the Project, if any, and assist Owner in consultations with the appropriate authorities.

1.3.3 Provide a preliminary opinion of probable Construction Cost and opinion of probable Total Project Cost.

1.3.4 Assist in the preparation of bidding information, quantity take-offs, and bidding requirements by Owner, its legal counsel and other advisors, and assist in the preparation of other related documents appropriate for bidding.

1.3.5 Furnish four (4) copies of the final Design Phase documents and review them with the Owner for approval.

1.3.6 After acceptance by Owner of the Final Design Phase documents and the most recent opinion of probable Construction Cost, furnish approved Drawings, Specifications, and bidding documents in .pdf form for use by others to conduct the Bidding Phase.

1.4 Bidding Phase Engineer shall:

1.4.1 Assist Owner in evaluating bids or proposals for the work obtained by others.

1.4.2 Prepare Addenda as appropriate to clarify, correct or change the Bidding Documents and consult with Owner as to the acceptability of subcontractors, vendors, suppliers, etc. proposed by Contractors for the work.

1.4.3. Consult with and advise Owner as to acceptability of substitute materials and equipment for the work proposed by Bidders.

1.4.4 Assist Owner in evaluating Bids or proposals obtained by others and advise Owner as to recommendation of award.

1.5 Construction Phase – Engineer shall, when authorized by Owner and upon execution of the Construction Contract for the work by others:

1.5.1. Consult with Owner on an as-requested basis only and not as Owner's representative in connection with general administration of any Construction Contract for the Project. All of Owner's instructions to Contractor shall be issued by others. Engineer shall not have authority or responsibility to act on behalf of Owner in dealings with any Contractor. The Engineer shall not have authority or responsibility to bind the Owner to any change in the Contract Price or to the Contract Time as expressed in any construction contract related to the Project.

1.5.2. Engineer will participate with Owner and Contractor in a pre-construction conference prior to commencement of work at the site.

1.5.3. In connection with observations of the work of Contractor while work is in progress, make visits to the construction site at intervals deemed necessary by Owner, only to observe the progress and quality of contractor's work and to determine in general if such work is proceeding in accordance with the City-approved Drawings and Specifications. The Engineer shall give prompt notice to the Owner if the Engineer observes any material defect or deficiency in the work. The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.5.7 below.

1.5.4. If requested, provide services of a Resident Project Representative (RPR), as Additional Services, at the site under Engineer's supervision to assist the Engineer and provide more complete on-site observation of the work under terms and conditions expressly set forth herein.

1.5.5. Review Contractor's construction schedules and schedule of values; review shop drawings, samples, reports of tests and inspections, and other data which Contractor is required to submit to Owner.

1.5.6. Issue interpretations and clarifications of the approved Drawings and Specifications and recommend Change Orders to Owner as appropriate.

1.5.7. The Engineer (including Resident Project Representative, if any) shall **not** be responsible for:

(a) Making continuous, full-time, or detailed on-site inspections to check the quality or quantity of the work beyond the responsibilities

specifically assigned to the Engineer and Resident Project Representative in this Agreement;

(b) Supervising, directing or exercising direct control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, the Owner, or others for the work;

(c) The safety precautions and programs incident to the work of the Owner or Contractor;

(d) Scheduling of the work or its timely completion; or,

(e) The acts or omissions of the Owner, or any Contractor, or any of their subcontractors or suppliers, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Owner's or Contractor work.

(f) Reviewing Contractor's periodic and final applications for payment and the accompanying data and schedules, determining the proper amounts owing to Contractor and recommending payments to Contractor.

(g) Providing record drawings of the work showing field changes made during construction

SECTION 2 – ADDITIONAL SERVICES OF THE ENGINEER

2.1 Unless specifically provided for in the Letter-Agreement, normal and customary engineering services do not include services in respect of the following categories of Work which are usually referred to as Additional Services. Owner shall instruct Engineer to perform any Additional Services required for the Project and shall pay Engineer therefore as Additional Services. Additional Services include, but are not limited to, the following:

2.1.1 Services resulting from significant changes in the extent or scope of the Project or the Owner's schedule; major changes in documentation previously accepted by Owner where changes are due to causes beyond Engineer's control.

2.1.2 Preparation and filing of applications for financing of the Project.

2.1.3 Preparation or review of environmental assessments and impact statements; Erosion Control Plans and applications; wetlands permit applications, assistance in obtaining the approval of authorities with such jurisdictions.

2.1.4 Preparation to serve or serving as a consultant or witness for Owner to any litigation.

2.1.5 Services during out-of-state travel required of the Engineer.

2.1.6 Services normally furnished by the Owner or not otherwise provided for in this Agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

Owner shall:

3.1 Provide all criteria and full information as to Owner’s requirements for the Project; make available pertinent existing data; make known any special or extraordinary considerations or special services needed; designate a person to act with authority on Owner’s behalf in respect of all aspects of the Project; examine and respond promptly to Engineer’s submissions; and give prompt notice to Engineer whenever any defect in the Work is observed or otherwise becomes known.

3.1.1 Advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.

3.1.2 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for analytical laboratory services, geotechnical investigations, subsurface explorations; field surveys such as property, boundary, easement, right-of-way, topographic and utility surveys; all of which Engineer may rely upon in performing its services. Payment for such services shall be made by Owner directly to the provider(s) of the services.

3.1.3 Obtain approvals and permits from all governmental authorities having jurisdiction over the Project and pay any applicable filing fees and sales or other tax applicable to the Project, including taxes on services of Engineer, in the manner and amount required by law.

SECTION 4 – INVOICES AND PAYMENTS

4.1 Engineer shall prepare invoices in accordance with its standard invoicing practices and

submit invoices to Owner on a monthly basis for work performed during the previous month.

4.2 Owner shall pay Engineer’s invoices with 30 days of receipt. Owner’s payment of Engineer invoices shall not be contingent upon Owner’s receipt of funds from any third party.

4.3 If Owner fails to make any payment to Engineer within 60 days after receipt of Engineer’s invoice, Engineer shall include a charge at the rate of 1/2% per month. Engineer may, after giving 7 days notice to the Owner, suspend services under this Agreement until payment. Owner waives any and all claims against Engineer for any such suspension.

4.4 Payroll Costs and Reimbursable Expenses shall be as listed in the Billing Rate Schedule on file with the Owner.

SECTION 5- OPINIONS OF CONSTRUCTION COST

5.1 Any and all opinions of probable costs provided in connection with the Project are made on the basis of Engineer’s experience and qualifications, the Engineer’s knowledge of Project requirements at the time of the opinion, and represent his best judgment as an experienced and qualified professional engineer. Engineer cannot and does not guarantee that proposals, bids, or actual Project or Construction Costs will not vary significantly from opinions of probable cost prepared by the Engineer. If the Owner wishes greater assurance as to the costs, the Owner shall employ an independent cost estimator.

SECTION 6– GENERAL CONSIDERATIONS

6.1 Engineer shall exercise the same degree of care and skill ordinarily exercised under similar circumstances by qualified professional engineering firms providing similar services in the same locality. Subsequently evolved standards shall not be applied in judging Engineer’s services. Engineer does not guarantee that any financing, approvals, or permits will be obtained for the Project and shall not be held liable therefore.

6.2 Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the

Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.3 All Documents are instruments of service in respect to the Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Nothing herein shall be construed to give any rights or benefits to anyone other than the Owner and Engineer.

6.4 Any information and concepts shared with Engineer by Owner during the course of this Agreement shall be kept confidential by Engineer. Engineer shall return all copies (whether in hard or electronic format) of all materials, information or data provided by Owner or produced by Engineer on behalf of the Owner during the course of this Agreement to Owner at the termination of this Agreement.

6.5 *Termination:* This Agreement may be terminated for cause by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. In the event of any termination, Engineer shall be paid, upon termination, for all services rendered to the date of termination and will be released from all further obligations to perform services hereunder.

6.6 *Engineer's Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding

any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer or \$50,000, whichever amount is greater.

6.7 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be subjected to non-binding mediation. If mediation is unsuccessful, then the parties may exercise their rights under law.

SECTION 7-ENGINEER'S REPRESENTATIONS

7.1 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal work authorization program (also known as E-Verify), and that it will contract for the physical performance of services only with subcontractors who present an affidavit with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

7.2 *Insurance:* At all times when services are provided under this Agreement, Engineer shall maintain the following insurance coverages and limits of liability:

a) Workman's Compensation: Statutory

- b) General Liability: \$1,000,000 Each Occurrence (Bodily Injury and Property Damage) and \$2,000,000 General Aggregate
- c) Automobile Liability: \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) Each Accident
- d) Professional Liability: \$1,000,000 Each Claim Made and \$2,000,000 Annual Aggregate

7.3 Engineer shall deliver certificates of insurance evidencing the coverages indicated herein.

SECTION 8 – MISCELLANEOUS PROVISIONS

8.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.2 Owner and Engineer each binds itself and its successors, and assigns to the other party of this Agreement and to successors and assigns of such other party, in respect to all covenants, agreements and obligations of this Agreement.

8.3 Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

8.4 This Agreement includes the Letter-Agreement between Owner and Engineer to which these General Provisions are attached and any and all schedules or exhibits to the Letter-Agreement, and any amendments executed under the Agreement, all as if they were part of one and the same document.

8.5 The Letter-Agreement (including the expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer for the Project services and supersedes all prior oral understandings, if any. This Agreement may be amended, supplemented, modified, or canceled by a duly executed written instrument only.

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

EXHIBIT A**SWEITZER ENGINEERING, INC.****STANDARD HOURLY RATE SCHEDULE**

January 1, 2016

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$160.00
Project Manager	\$130.00
Senior Project Engineer	\$105.00
Project Engineer	\$ 98.00
Engineer	\$ 85.00
Engineering/CADD Technician	\$ 65.00
Resident Project Representative	\$ 55.00
Admin/Clerical	\$ 50.00

Notes

1. Direct, non-salary expenses (Reimbursable Expenses) are invoiced at actual cost (no mark-up).
2. The reimbursable rate for auto mileage is the IRS allowable rate. (currently \$0.54 per mile)
3. Hourly rate costs contained in this Schedule may be adjusted annually (January 1).



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
Annual EPD Drinking Water Lab Contract

SubCategory:	Contracts/Agreements
Department Name:	Water Dept
Department Summary Recommendation:	The attached invoice is for water quality testing performed by the Department of Natural Resources – Drinking Water Program. The State laboratory has performed this testing for the City annually for years. The annual fee is the same as last year (\$9,200.00). This fee is cheaper than contracting the same analyses with a private lab and has the added benefit of being 100% method compliant for regulatory purposes. I recommend approval of this contract with the state of Georgia. This will be paid with operating revenue from account 505.3310.52.1600 – Other Services and Fees.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid with operating revenue from account 505.3310.52.1600 Other Services and Fees.
Legal:	
Associated Information:	



ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:

Customer Name:

Water System ID:

Invoice Number:

Pages: 1 / 2

45

CARTERSVILLE

GA0150002

DW-2016-002430

Total Due : \$ 9,200.00

Bill To:

CARTERSVILLE

JONES, BOB

POB 1390

CARTERSVILLE, GA 30120

Notification:

Check Water System Information
gadrikingwater.net

Account Information:
TOTAL AMOUNT DUE ON 08/19/2016

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2016 - 06/30/2017	7/8/2016	\$ 9,200.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,200.00

Item # 6

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
24830	300	1	C	SW	Chemical	\$ 9,200.00
Total :						\$ 9,200.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 9,200.00					
Late Fee						

PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
45	\$ 9,200.00	DW-2016-002430

DUE DATE:	08/19/2016
TOTAL AMOUNT DUE:	\$ 9,200.00
TOTAL AMOUNT PAID:	

CARTERSVILLE
JONES, BOB
POB 1390
CARTERSVILLE, GA 30120

MAIL PAYMENT TO:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392



ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:

Customer Name:

Water System ID:

Invoice Number:

Pages: 2 / 2

45

CARTERSVILLE

GA0150002

DW-2016-002430

Total Due : \$ 9,200.00

BILLING DETAIL

Transaction Date	Transaction Type Description	Transaction Amount
7/6/2016	Past Due Balance	\$ 0.00
7/7/2016	Current Charges	\$ 9,200.00
Total:		\$ 9,200.00

Item # 6



City of Cartersville

**City Council Meeting
7/21/2016 7:00:00 PM
General Release and Indemnity Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Administrative
Department Summary Recommendation:	The Jordan family located at 115 Woodland Drive have discussed with city staff an issue they have experienced with stormwater flowing over and through their property. After meeting with them and discussing an agreement regarding this matter, the attached indemnity agreement was prepared by the City Attorney. The proposed agreement is in the amount of \$3,000.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

GENERAL RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, TERRY P. JORDAN AND PATRICIA S. JORDAN (hereinafter referred to as the “Releasor”), for and in consideration of THREE THOUSAND AND NO/100 (\$3,000.00), the receipt and sufficiency of which is hereby acknowledged, and for the heirs, representatives, successors and assigns of the undersigned, hereby release, acquit and forever discharge THE CITY OF CARTERSVILLE GEORGIA, its agents, officers, servants, representatives, heirs, successors and assigns (all of the foregoing being hereinafter referred to as “Releasees” or “Released Party”), of and from any and all claims, actions, causes of action, demands, rights, damages, expenses, costs, attorney’s fees, and compensation whatsoever, and by reason of any and all known and unknown, or foreseen and unforeseen bodily and personal injuries, damage to property, and consequences thereof, resulting, and to result, from a certain incident which occurred from storm water flowing over and through that property known as 115 Woodland Drive, Cartersville, Bartow County, Georgia, and causing alleged damage to the swimming pool liner at said property (hereinafter referred to as the “Incident”).

It is the intention of this Release to compromise and settle all claims and issues and to the Incident and potential litigation between and among the undersigned and the Releasees, with respect to any and all of the aforesaid injuries and damages. It is further understood and agreed that this Release is intended to cover all actions, causes of action, claims, or demands for, upon, or by reason of any damages, loss or injury, known or unknown, which may be traced either directly or indirectly to the aforesaid Incident, as now appearing or as may appear at any time in the future, no matter how remotely they may be related to the aforesaid Incident. The

undersigned declare and represents that they will not instigate any litigation on any of the issues referred to herein or any issues that could have been raised by the undersigned.

The undersigned further declare and represent that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto and that the terms of the Release are contractual and not a mere recital.

It is understood and agreed that this settlement is a compromise of doubtful and disputed claims, and that the consideration stated is not to be construed as an admission of liability on the part of the Releasees and that said Releasees expressly deny any liability therefore and intend merely to avoid litigation and buy their peace.

This General Release and Indemnity Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. If any sentence, phrase, provision, portion, or clause of this General Release and Indemnity Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses hereof; and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

This Agreement constitutes the entire Agreement and no promise, inducement or agreement not expressed in this Agreement has been made to the Releasor. The terms of this Agreement are contractual and not mere recitals.

THE UNDERSIGNED HAVE READ THE FOREGOING GENERAL RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT, VOLUNTARILY SIGN IT, AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

Whereof, the undersigned have read each of the three (3) pages of this “General Release and Indemnity Agreement,” and hereto sets their hands and seals this _____ day of _____, 2016.

TERRY P. JORDAN, “Releasor” or the
“Undersigned”

Sworn to and subscribed before me this
_____ day of _____, 2016.

Notary Public
My Commission Expires _____

PATRICIA S. JORDAN “Releasor” or the
“Undersigned”

Sworn to and subscribed before me this
_____ day of _____, 2016.

Notary Public
My Commission Expires _____

MATTHEW J. SANTINI, Mayor
“Releasees”

Attested to by:

CONNIE KEELING, CITY CLERK



City of Cartersville

**City Council Meeting
7/21/2016 7:00:00 PM
USA Support and Maintenance Agreement for 2016**

SubCategory:	Contracts/Agreements
Department Name:	Police
Department Summary Recommendation:	I am requesting the approval of the USA Software support agreement (\$28,876.30) which is due on August 19, 2016 and I am going to place this item on the agenda for July 21, 2016. USA software is our records management system (RMS) and is used to maintain all of the records at the PD. This will be the last year that I will be renewing this RMS because we are going to a new countywide system which should be online next year. This is a budgeted item and the E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.
City Manager's Remarks:	Your approval of this support and maintenance agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



July 01, 2016

CARTERSVILLE POLICE DEPARTMENT
PO BOX 1390
CARTERSVILLE, GA 30120

Computer System Manager:

This letter is to inform you that your USA Software, Inc. Annual Software Support & Maintenance Agreement will expire 08/09/2016. Please plan accordingly as you prepare your new budget.

Annual Support & Maintenance Agreements are available from USA Software, Inc. and are for one-year periods. Your Agreement is \$ 28,876.30 per year (price subject to change).

SUPPORT & MAINTENANCE AGREEMENT FEATURES

- * Unlimited telephone technical support on products listed in your USA Software Software Support & Maintenance Agreement, Schedule A.
- * Customers who upgrade to, or purchase, Version 6 or higher of USA Software products and who keep their Annual Software Support & Maintenance Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software products of the same database type at no cost for the software. There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc. control, such as third party user licensing fees, etc., which are passed on to the customer. Upgrades to other databases, such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.

Referral Policy - if another agency (Police/Fire/EMS) purchases a USA Software, Inc. system as a result of a qualified sales lead furnished by your agency, we will give you a standard USA Software, Inc. module free of charge.

If you would like additional information on the USA Software, Inc. Annual Software Support & Maintenance Agreement, please feel free to call us at 954-436-3911.

To renew your agreement, please send a check or purchase order to USA Software, Inc. in the amount listed above.

Please mail remittance to: USA Software, Inc.
9900 Stirling Road
Suite 103
Cooper City, FL 33024





City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
Emerson Intergovernmental Agreement

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	This Intergovernmental Agreement with the City of Emerson allows for us to do their MS4 required street sweeping for them annually. They are required to sweep 24 miles of streets annually which will take us approximately one day per year. They have agreed to reimburse the City for our costs which are outlined in the agreement. We recommend approval of this IGA.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF EMERSON and CITY OF CARTERSVILLE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Emerson, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "Emerson") and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "Cartersville").

WITNESSETH

WHEREAS, Emerson needs street sweeping services on an annual basis, but currently does not have the necessary equipment to provide for same; and

WHEREAS, Cartersville has the equipment to provide street sweeping services and is able to provide them on an annual basis as requested by Emerson; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for a period not exceeding fifty (50) years; and

WHEREAS, Emerson and Cartersville deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, inter alia, pay for, and

WHEREAS, Emerson has reviewed this Agreement and did, at the regular meeting of its Mayor and City Council held on _____ authorize its Mayor and City Clerk to sign this Agreement; and

WHEREAS, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council held on _____ authorize its Mayor and City Clerk to sign this Agreement.

NOW THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

Cartersville agrees to an annual basis street sweep the 24 miles of street in the City of Emerson, as identified by City Manager of Emerson.

2.

The dates, locations and time of said activities shall be as mutually agreed upon by the City Manager of Emerson and the Cartersville Public Works Director.

3.

The fees assessed for said work shall be as follows:

- (a) Rate for pavement sweeper \$59 per hour;
- (b) Rate for employee \$25.50 per hour;
- (c) Rate for disposal \$8 per ton
- (d) Cartersville reserves the right to on an annual basis modify these rates as costs increase or decrease, subject to Emerson's approval.

4.

It is estimated that sweeping 24 miles of street shall take eight (8) hours.

5.

This Agreement provides for Cartersville to sweep the streets in Emerson once annually, if Emerson desires that said street sweeping occur more than once; and if Cartersville is able to do so based on its available resources, said activity shall be performed based on the terms and conditions as stated herein.

6.

This Agreement shall be from the date of execution until December 31, 2016 and is automatically renewable for up to ten one year terms, unless either party prior to the renewal date of January 1, in writing notifies the other party that said Agreement is not to be renewed.

7.

Either party may terminate this Agreement with thirty (30) days written notice.

8.

Official notices, payments and correspondence to Emerson shall be delivered in person or transmitted via U.S. Mail, postage prepaid, addressed to the City Manager at P.O. Box 300, Emerson, Georgia 30137 and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail, postage prepaid, addressed to the City Manager of Cartersville at Post Office Box 1390, Cartersville, Georgia 30120.

9.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

IN WITNESS WHEREOF, Emerson and Cartersville have caused this Agreement to be duly executed by their proper officers and attested with this corporate seals affixed hereto as set forth in duplicate originals.

ATTEST:

CITY OF EMERSON, GEORGIA



Robbie Swords, City Clerk

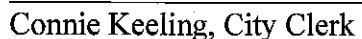


Al Pallone, Mayor

Date: June 27, 2016

ATTEST:

CITY OF CARTERSVILLE



Connie Keeling, City Clerk



Matthew J. Santini, Mayor

Date: _____



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
GDOT 2017 LMIG

SubCategory:	Grant Application/Acceptance
Department Name:	Public Works
Department Summary Recommendation:	This application is for the GDOT FY 2017 Local Maintenance Improvement Grant (LMIG) for \$233,233.34. The grant has been increased 30% over past years due to the passage of HB 170 last year. We are required to provide a 30% match which is budgeted. As part of the grant we are required to designate what we will use the money for, we plan on resurfacing nine city streets. The proposed streets were selected using a Pavement Evaluation System and they are Old Mill Road (South of Douthit Ferry Road), Summit Ridge Drive, Morningside Drive, Rowland Springs Road, Brookwood Drive, Oak Hill Circle, Camellia Lane, Pettit Road, and Dogwood Drive for a total of 4.34 miles. According to our records, the majority of these streets were last resurfaced between 1987 and 1996. We recommend approval for the Mayor to sign this application for the FY 2017 LMIG.
City Manager's Remarks:	Your approval of this application is recommended.
Financial/Budget Certification:	We did receive reimbursement from GDOT for two invoices for engineering services on the Douthit Ferry Road Widening project, this is confirmation that the PE state money is available for the DF project, therefore the uncommitted 2003 SPLOST funds can be used to match LMIG resurfacing projects per council vote on 7/7/16.
Legal:	
Associated Information:	

Revised 5/21/2014

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: JULY , 2016
 Name of local government: CITY OF CARTERSVILLE
 Address: P.O. BOX 1390 CARTERSVILLE GA 30120
 Contact Person and Title: TOMMY SANDERS, PUBLIC WORKS DIRECTOR
 Contact Person's Phone Number: 770-606-6493
 Contact Person's Fax Number: 770-387-5697
 Contact Person's Email: TSANDERS@CITYOF CARTERSVILLE.ORG

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, MATTHEW J. SANTINI (Name), the MAYOR (Title), on behalf of CITY OF CARTERSVILLE (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

Revised 5/21/2014

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

109605
E-Verify Number

(Signature)

MATTHEW J. SANTINI (Print)

Mayor / Commission Chairperson

JULY, 2016 (Date)

SEAL:

Sworn to and subscribed before me,

This ____ day of ____, 20__.

In the presence of:

NOTARY PUBLIC

My Commission Expires: _____

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____ Such allocation must be spent on any or all of those projects listed in the Project List.

This ____ day of ____, 20__.

Terry L Gable

Local Grants Administrator

City of Cartersville							
FY 2017 LMIG Project List							
Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Scheduled
1	Old Mill Road	1532	Douthit Ferry Road	SR 113	Mill, Patch, Spot Level, Resurface	\$ 26,656.00	Summer 2016
2	Summit Ridge Drive	3112	Summit Ridge Circle	Belmont Drive	Patch, Resurface	\$ 61,586.00	Summer 2016
3	Morningside Drive	3129	MLK JR BLVD	SR 113	Mill, Patch, Spot Level, Resurface	\$ 54,444.60	Summer 2016
4	Rowland Springs Road	4845	Zena Drive	MLK JR BLVD	Mill, Spot Level, Resurface	\$ 84,303.00	Summer 2016
5	Brookwood Drive	3582	SR 3/US 41	Jones Mill Road	Spot Level, Resurface	\$ 62,326.80	Summer 2016
6	Oak Hill Circle	1890	SR 3/US 41	Brookwood Drive	Spot Level, Resurface	\$ 32,886.00	Summer 2016
7	Camellia Lane	813	Grassdale Road	Dogwood Drive	Spot Level, Resurface	\$ 14,146.20	Summer 2016
8	Pettit Road	820	Grassdale Road	Dogwood Drive	Spot Level, Resurface	\$ 14,268.00	Summer 2016
9	Dogwood Drive	3189	Jones Mill Road	SR 3/US 41	Spot Level, Resurface	\$ 55,488.60	Summer 2016
						\$ 406,105.20	

4.34 miles

City of Cartersville							
FY 2016 LMIG Status Update							
Priority	Road Name	Length(FT)	Begin	End	Type of Work	Project Costs	Status
1	Clubview Drive	1150	Country Club Dr	Pvmt Joint at QT	Mill, Resurface	\$ 23,000.00	Completed *
2	Benham Circle	2568	Grassdale Road	Grassdale Road	Mill, Spot Level, Resurface	\$ 46,000.00	Completed *
3	Skyview Drive	2777	Grassdale Road	Grassdale Road	Mill, Spot Level, Resurface	\$ 49,000.00	Completed *
4	Friction Drive	2187	SR 113	Brown Farm Rd	Patch, Resurface	\$ 50,000.00	Completed *
5	Brown Farm Road	3175	Pvmt Joint	City Limits	Patch, Resurface	\$ 57,000.00	Completed *
6	Hilltop Drive	965	Pine Vista Circle	Pvmt Joint	Spot Level, Resurface	\$ 15,000.00	Completed *
		12822				\$ 263,055.96	

2.43 miles

* these roads were let in a project totaling \$263,055.96, Bartow Paving Company was the contractor. All project records and location maps are on file and available for inspection.

Item # 10



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
Property & Casualty Insurance Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	At the June 16th City Council meeting I brought forward the property and casualty insurance renewal which initially came in at \$403,205. At that time I was working with the insurance agent and broker on updating city buildings contents and values and asked for approval up to \$420,000. After completing the review of city buildings contents and values, plus having to add a special flood insurance coverage for the Public Safety Headquarters building, the total premium is \$433,360 and I request approval of this annual premium from Travelers Insurance and Liberty Mutual Insurance.
City Manager's Remarks:	Your approval of this increase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
Canon Copier

SubCategory:	Bid Award/Purchases
Department Name:	Planning and Development
Department Summary Recommendation:	We have received a price for a new Canon Copier for our department. The current copier is 11 years old with over 650,000 copies and is in constant need of repair. To be consistent with the other equipment within the city we have received pricing for the same machine as the Gas and Water have purchased. This is a budgeted item.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

PURCHASE AND MAINTENANCE AGREEMENT**PMAS#** S0576139.01

Salesperson: Anne Kathryn Reissing

Order Date: 7/12/2016

Customer ("You"):	Customer Account:	Ship To:
Company: CITY OF CARTERSVILLE		Company: CITY OF CARTERSVILLE
Address: 10 N PUBLIC SQ		Address: 10 PUBLIC SQ
City: CARTERSVILLE	County: BARTOW	City: CARTERSVILLE
State: GA	Zip: 30120	State: GA
	Phone: 770.387.5606	Zip: 30120
Contact: Connie Keeling	Fax:	Phone: 770.387.5606
E-Mail: ckeeling@cityofcartersville.org		Fax:
		E-Mail: ckeeling@cityofcartersville.org

Equipment, Supplies and Licenses of Application Software with listed third party support contracts: See Schedule A

Payment Terms	Other Requirements	Subtotal	\$7,495.00
☐ Check with Order Check # _____ ☒ Net 30 ☐ Other _____ ☐ Credit Card Requires submission of secure credit card authorization form.	☒ Purchase P.O. Required P.O.# _____ ☐ Maintenance P.O. Required P.O.# _____ ☐ Tax Exempt (Attach Certificate)	Delivery/Install	\$0.00
		Sales Tax	
		Total	
		Deposit	\$0.00
		Balance Due	

EQUIPMENT MAINTENANCE	Select 1 option: ☒ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Decline ☐ Under separate agreement
Base Charge Billing Cycle	Coverage Plan
☒ Monthly ☐ Quarterly ☐ Other _____ ☒ Per Unit ☐ Fleet ☐ Aggregate	If adding to existing fleet, applicable contract # _____ If adding to existing Aggregate, provide either a contract # or serial # _____
Excess Per Image Charge Billing Cycle	Initial Term
☒ Monthly ☐ Quarterly ☐ Other _____ _____ 36 Months (min. 12)	Consumables Inclusive
	☒ Toner (excludes Clear) ☐ Other _____

CUSTOMER SATISFACTION POLICY

If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE ITEMS LISTED AND MAINTENANCE IF SELECTED ABOVE, IN SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF THIS FACE PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2, SCHEDULE A AND ANY ADDENDUM(S) ATTACHED HERETO.

Customer's Authorized Signature _____

Printed Name _____

Title _____

Date _____

ADDITIONAL TERMS AND CONDITIONS**PMAS# S0576139.01**

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, schedules and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. PURCHASE OF EQUIPMENT AND MAINTENANCE

1.1 Listed Items and Maintenance. You agree to purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts, if applicable (the "Listed Software") and, together with the Equipment, the "Listed Items"), as indicated on Schedule A or in any addendum(s) hereto. If you have selected maintenance on the face page, you also agree to purchase the maintenance services for the Listed Items described in Section 2 below (such services are subject to the exclusions herein, "Maintenance"). (a) The total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms herein. (b) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation. (c) CSA reserves the right to withhold shipment of the Listed Items until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness. If, at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration with respect to any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

1.2 Maintenance Term. Maintenance under this Agreement, if selected by you on the face page, shall start on the date (the "Start Date") of installation for newly installed Equipment covered under toner inclusive Maintenance, and shall continue for an initial term as specified on the face page. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The initial term shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term (except that in the case of image dependent service, the renewal terms shall be of the same duration as the initial term). The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. You shall have the right to terminate this Agreement during any renewal term with 30 days written notice to CSA.

1.3 Maintenance Charges. Base charges shall be billed in advance and per image charges, shall be billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. The charges specified on the face page are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. (a) Consumables Inclusive Maintenance includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CSA, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to CSA, if applicable, in accordance with the meter read option selected and CSA's normal procedures. If you selected CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days notice. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

2. Maintenance. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS SECTION 2 ONLY IF YOU HAVE SELECTED THE SAME ON THE FACE PAGE. CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (a) You shall give CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations any Equipment you relocate to a site outside CSA's service territory. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CSA in connection with maintenance services will become the property of CSA and you disclaim any interest therein. (b) Installation/Implementation of Listed Software may be at an additional charge except to the extent indicated as a Listed Item, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (c) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. (d) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (e) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and maintaining a log of such problems to assist in tracking the same.

3. Non-Covered Service. The following services, and any other work beyond the scope of this Agreement are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Section 1.3(a) above), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of CSA's regular

business hours; or (f) repair of network/system connection device, except when listed on face page. If you have NOT selected Maintenance on the face page, any of the maintenance services described in Section 2 above shall be available only upon your request, and shall be invoiced in accordance with CSA's then current labor, parts and supply charges.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 4 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

5. Limited Warranty. All Canon and Cò brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Other than the limited warranty for the Equipment in Section 5 above, CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA.

7. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may withhold service under this Agreement in whole or in part until any delinquent payment is received by CSA. CSA may terminate the Maintenance in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges per Section 1.3(b). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

8. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

9. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES, ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

10. GENERAL. This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Equipment by CSA. This Agreement constitutes the entire agreement between the parties with respect to the purchase of the Listed Items and Maintenance, superseding all previous proposals and agreements, oral or written. All provisions of this Agreement including Section 4, which by their nature can be construed to survive the expiration or termination of this Agreement shall so survive. If so indicated on a Schedule, you (or your leasing company) may submit a purchase order for procurement of Listed Items, and you may submit a purchase order for procurement of Maintenance hereunder, but any terms and conditions set forth in any purchase order (including a leasing company purchase order) which conflict with, vary from, modify or supplement the provisions of this Agreement shall be deemed null and void and of no force or effect, notwithstanding any statement to the contrary contained in any such purchase order. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, including the right to receive Maintenance (if selected by you), are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder (including the obligation to pay for Maintenance). You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, form, fit, function or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



Purchase and Maintenance Agreement

Schedule A

#PMAS S0576139.01

Page 1 of 1

Customer Name: CITY OF CARTERSVILLE

Key to Meter Read Method: imageWARE Remote unless noted below (or) W = eManage website

Ship To Information

Special Instructions:

Equipment Information

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

☐ Equipment excluded from Maintenance Alternate Meter Read Method:

Base Charge		Covered Imaged Included B & W Color	
		0	0
Start Meter B & W Color		Excess per Image Charge B & W Color	
		0.00950	0.06800

☐ Equipment excluded from Maintenance Alternate Meter Read Method: _____

Base Charge		Covered Imaged Included B & W Color	
Start Meter B & W Color		Excess per Image Charge B & W Color	

Item # 12



City of Cartersville

**City Council Meeting
7/21/2016 7:00:00 PM
Requesting Creation of a Festival Zone**

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	The DDA is continuing to host music events into the month of August and would like to request the creation of a festival zone for those events.
City Manager's Remarks:	DDA recommends your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville Special Events Permit

Page 1 of 4

Applicant and Sponsoring Organization Information

NAME (of individual completing application): Lillie Read

STREET ADDRESS: 1 Friendship Plaza

CITY / STATE / ZIP CODE: Cartersville, GA 30120

DAY PHONE: 770.607.3480

FAX NO.: 770.607.6390

E-MAIL ADDRESS: lread@downtowncartersville.org

SPONSORING ORGANIZATION: Downtown Development Authority

☐ NON-PROFIT ☒ GOVT.
☐ OTHER

STREET ADDRESS: 1 Friendship Plaza

DAY PHONE: 770-607-3576

ORGANIZATION WEBSITE: <http://www.downtowncartersville.org>

CONTACT PERSON "ON SITE" DAY OF EVENT: Daniel Koutavas

CELL PHONE: (773) 860-8838

IS THIS A FIRST TIME EVENT? ☒ YES ☐ NO IF NO, HOW MANY YEARS:

IF HELD BEFORE, WHERE AND WHEN?

Event Information

TYPE OF EVENT (CHECK ALL THAT APPLY): ☐ PARADE ☐ FESTIVAL ☒ CONCERT/MUSIC ☐ OTHER

IF "OTHER," PLEASE SPECIFY:

EVENT LOCATION AND TITLE: Friendship Plaza (locations); Trackside Tunes (title)

DATE: August 19 & 27, September 3 & 17, October 8 & 22, November 5 & 12, December 3 & 10

EVENT HOURS: START: 7 PM END: 11 PM

SET-UP: DATE: TIME: 5 PM

BREAK DOWN: DATE: TIME: 11 PM

EXPECTED ATTENDANCE: 100



City of Cartersville Special Events Permit

Page 2 of 4

Event Description

BRIEFLY EXPLAIN EVENT AND ACTIVITIES; INCLUDE PURPOSE OF THE EVENT. ATTACH SITE PLAN INCLUDING LOCATION OF STAGE, PORTOLETS, VENDOR BOOTHS, ETC.

The purpose of the event is to bring more music to downtown Cartersville. There will be a rotation of local musicians. Local artists will be invited to set up small art displays in the plaza as well.

Event Details

ATTACH A SCHEDULE OR BROCHURE OF ALL ACTIVITIES ASSOCIATED WITH THE EVENT:

WILL ITEMS OR SERVICES BE SOLD AT THE EVENT? X ☐ YES ☐ NO

PROVIDE A LIST OF ALL VENDORS: Artists and musicians may be selling merchandise at event.

WILL EVENT HAVE AMPLIFIED SOUND? X ☐ YES ☐ NO

IF YES, PLEASE DESCRIBE: Amplified sound from bands playing in pavilion.

WILL VENDORS BE COOKING OR HEATING FOOD? X ☐ YES ☐ NO

IS THIS EVENT FOR PROFIT ____ NOT FOR PROFIT X OR CHARITABLE ____

WILL THERE BE ANY FENCED AREAS? X ☐ YES ☐ NO IF YES, PLEASE DESCRIBE:

There will be event fencing around Friendship Plaza.

Cleanup/Sanitation

What is your clean-up plan during and after the event? Clean up will be managed by event staff and DDA committee members

Contact the City of Cartersville to arrange for trash and recycling collection at 770-387.5602. Pick-up and disposal fees may be applicable.

Portolets

The event must provide restroom facilities.

The city recommends one toilet and one handicap unit for every 250 attendees, or portion thereof. At least one handicap unit is required.

WILL YOU USE/RENT THE DDA RESTROOM FACILITIES: X ☐ YES ☐ NO

IF USING A PORTOLET COMPANY, WHICH COMPANY IS BEING USED:



City of Cartersville Special Events Permit

Page 3 of 4

Insurance

A certificate of insurance must be filed with the City of Cartersville ten working days before the event. The city requires all certificates to be submitted on a standard ACORD form. The City of Cartersville must be listed as additional insured with respect to general liability. A minimum of \$1,000,000 liability insurance is required.

☐ Insurance form attached.

Street Closure Information

NAMES OF STREETS TO BE CLOSED: No street closures for this event.

BETWEEN

AND

BETWEEN

AND

BETWEEN

AND

ATTACH PARADE ROUTE:

ARE YOU REQUESTING A COMPLETE OR ROLLING STREET CLOSURE? ☐ COMPLETE ☐ ROLLING

WHY ARE YOU REQUESTING THIS STREET CLOSURE?

TIME OF STREET CLOSURE:

ASSEMBLY AREA: _____ DISBANDING AREA: _____

The event organizer is responsible for notifying affected businesses and residents of street closures.

DESCRIBE YOUR NOTIFICATION PLAN AND ATTACH A COPY TO THIS APPLICATION:

Security Needs

PLEASE DESCRIBE YOUR SECURITY NEEDS FOR THE EVENT.

Final determination on officer needs will be determined by the City of Cartersville. (Cartersville Police Security is \$30 per hour, for a 4 hour minimum).

☐ I WILL HIRE CITY OF CARTERSVILLE OFFICERS FOR THIS EVENT.

The rate for City of Cartersville officers is \$30 per hour per officer, minimum of four hours per officer. Please call 770.382.2526 to arrange for police security.

Item # 13



**City of Cartersville
Special Events Permit**

Page 4 of 4

Special Instructions per Fire Chief:

Special Instructions per Police Chief:

Proposed Area of Festival Zone for Music Events in July
(7/1, 7/8, 7/15, 7/22, 7/29)



Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

Music Event	August 19 & 27
	September 3 & 17
	October 8 & 22
	November 5 & 12
	December 3 & 10

WHEREAS, the DDA Board recommends that for the MUSIC EVENT Friendship Plaza be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff will, in conjunction with event staff and volunteers, keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville MUSIC EVENT, as planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 22nd day of July 2016.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

7/21/2016 7:00:00 PM

98 Lease Pool Program Trustee Change and Amendment to Equipment List Resolutions

SubCategory:	Resolutions
Department Name:	Finance
Department Summary Recommendation:	Attached are two resolution amendments that need to be approved by council. Both of the resolution amendments involve the 98 Lease Pool loan program with GMA that the city is currently a member. The first resolution amendment is a change in the trustee. Since June 1, 1998, the current trustee has been The Bank of New York Mellon Trust Company. GMA has appointed a new trustee, Regions Bank, to administer the lease pool loan program. This resolution amendment specifies the change of trustee and appoints Regions Bank as the new trustee for the program. The second resolution amendment also involves the 98 Lease Pool loan program with GMA. This change is to amend Exhibit F of the Original Lease to increase the percentage amount of software that may be acquired and leased pursuant to the Original Lease. Currently, the lease agreement stipulates that 10% of software purchase price may be loaned by GMA and the amendment is to allow up to 50% of the purchase price of software to be loaned by GMA. City attorney has reviewed both resolutions and finds made no changes. I request that the council approve both of these resolution amendments as presented.
City Manager's Remarks:	Your approval of these changes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NUMBER ____

A RESOLUTION OF THE MAYOR AND COUNCIL OF CARTERSVILLE,
 GEORGIA TO AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT
 TO 1998A MASTER LEASE AND OPTION AGREEMENT

WHEREAS, Cartersville, Georgia (the "City") is a legally created, valid and existing municipal corporation of the State of Georgia, created and existing under the Constitution and laws of the State of Georgia; and

WHEREAS, the City is a participant in the (GMA) 1998 Georgia Local Government Equipment Loan Program (the "Loan Program"); and

WHEREAS, in connection with the Loan Program, the City entered into a 1998A Master Lease and Option Agreement Georgia, dated as of June 1, 1998 (the "Lease"), between the City and Georgia Municipal Association ("GMA"), under the terms of which GMA leases to the City various items of Equipment (as defined in the Original Lease) of the types described in Exhibit F of the Original Lease and the City agrees to make certain rental payments to GMA; and

WHEREAS, it is proposed that the City enter into a First Amendment to 1998A Master Lease and Option Agreement (the "First Amendment"), between GMA and the City, the form of which is attached hereto as Exhibit A, to amend Exhibit F of the Original Lease to increase the percentage amount of software that may be acquired and leased pursuant to the Original Lease.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Cartersville, Georgia, as follows:

Section 1. The execution, delivery and performance of the First Amendment are hereby authorized. The Mayor of the City (the "Mayor") is hereby authorized to execute and deliver the First Amendment on behalf of the City, which First Amendment shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the First Amendment by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. From and after the execution and delivery of the First Amendment herein authorized, the Mayor and such other proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the First Amendment herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the execution, delivery and performance of the First Amendment herein authorized. Without limiting the foregoing, if the Mayor is not available to execute the First Amendment herein authorized, the Mayor Pro Tem shall execute such document on the Mayor's behalf.

Section 3. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the

execution, delivery and performance of the First Amendment shall be, and the same hereby are, in all respects, approved and confirmed.

Section 4. No stipulation, obligation or agreement herein contained or contained in the First Amendment shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the First Amendment or be subject to personal liability or accountability by reason of the issuance thereof.

Section 5. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

ADOPTED this ____ day of _____, 2016.

CARTERSVILLE,

GEORGIA (SEAL)

BY: _____
Mayor

ATTEST:

BY: _____
Clerk

EXHIBIT A

FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT

FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT

This FIRST AMENDMENT TO 1998A MASTER LEASE AND OPTION AGREEMENT (this “First Amendment”) is entered into as of the 1st day of _____, 2016, between the GEORGIA MUNICIPAL ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia (the “Lessor”), and Cartersville, Georgia, a municipal corporation of the State of Georgia (the “Lessee”).

WHEREAS, the Lessor and the Lessee have previously entered into a 1998A Master Lease and Option Agreement, dated as of June 1, 1998 (the “Original Lease”), pursuant to which the Lessor leases to the Lessee various items of Equipment (as defined in the Original Lease) of the types described in Exhibit F of the Original Lease and the Lessee agrees to make certain rental payments to the Lessor; and

WHEREAS, the Lessor and the Lessee propose to enter into this First Amendment to amend Exhibit F of the Original Lease to increase the percentage amount of software that may be acquired and leased pursuant to the Original Lease; and

WHEREAS, Section 15.04 of the Original Lease provides that the Lessor and the Lessee may amend or supplement Exhibit F of the Original Lease from time to time with the Insurer’s (as defined in the Original Lease) written consent, but without the consent of Lessor’s assignee.

NOW THEREFORE, in consideration of the premises and the undertakings set forth in this First Amendment, the parties hereto agree as follows:

1.

Exhibit F of the Original Lease is hereby amended by deleting row “e” in its entirety and replacing it with the following:

- | | |
|--|-----------------|
| <p>“e-1. Telecommunications systems, 911 systems, voice or voice-data systems, computer systems and weather warning systems and devices (including (i) operating software and (ii) applications of software acquired in connection with the upgrading or installation which does not represent more than 10% of the total cost of such upgrading or installation) when such equipment constitutes a system-wide or department-wide upgrading or new installation, and when a feasibility study supports the installation of such system.</p> | <p>5 years</p> |
| <p>“e-2. Telecommunications systems, 911 systems, voice or voice-data systems, computer systems and weather warning systems and devices (including (i) operating software and (ii) applications of software acquired in connection with the upgrading or installation which does not represent more</p> | <p>3 years”</p> |

than 50% of the total cost of such upgrading or installation) when such equipment constitutes a system-wide or department-wide upgrading or new installation, and when a feasibility study supports the installation of such system.

2.

Except as herein specifically modified and amended, all of the terms, conditions and provisions of the Original Lease shall remain unchanged and in full force and effect.

3.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this First Amendment, which said provisions shall remain in full force and effect.

4.

This First Amendment may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

5.

This First Amendment shall be construed and enforced in accordance with the laws of the State of Georgia.

LESSEE:

CARTERSVILLE, GEORGIA

(SEAL)

By: _____
Title:

Attest:

By: _____
Title:

RESOLUTION NUMBER _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF CARTERSVILLE, GEORGIA TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SUBSTITUTION OF ESCROW AGENT AND TO AUTHORIZE THE CONSENT TO AN ASSIGNMENT OF MASTER REPURCHASE AGREEMENT AND AN ASSIGNMENT OF REIMBURSEMENT AND INDEMNITY AGREEMENT

WHEREAS, Cartersville, Georgia (the “City”) is a legally created, valid and existing municipal corporation of the State of Georgia, created and existing under the Constitution and laws of the State of Georgia; and

WHEREAS, the City is a participant in the (GMA) 1998 Georgia Local Government Equipment Loan Program (the “Loan Program”); and

WHEREAS, in connection with the Loan Program, the City entered into (a) an Escrow Agreement, dated as of June 1, 1998, among GMA, The Bank of New York Mellon Trust Company (“BNY Mellon”) and the City (the “Escrow Agreement”) and (b) a Master Repurchase Agreement, dated as of July 21, 1998, by and among BNY Mellon, as buyer, the City and Societe Generale, New York Branch, as seller (the “Master Repurchase Agreement”); and

WHEREAS, in connection with the Loan Program, GMA entered into a Reimbursement and Indemnity Agreement, dated as of June 1, 1998, by and among GMA, BNY Mellon and National Public Finance Guarantee Corporation (formerly, MBIA Insurance Corporation) (“NPFGC”) (the “Reimbursement and Indemnity Agreement”); and

WHEREAS, it is proposed that BNY Mellon be removed from the Loan Program, and all agreements in connection therewith, including, but not limited to, the Escrow Agreement, the Master Repurchase Agreement and the Reimbursement and Indemnity Agreement, and that Regions Bank be appointed in its place; and

WHEREAS, to effect such substitution, the City proposes to authorize the execution and delivery of a Substitution of Escrow Agent, by GMA and the City, as consented to by NPFGC (the “Substitution of Escrow Agent”) and to authorize the consent to (a) an Assignment of Master Repurchase Agreement, between BNY Mellon and Regions Bank (the “Assignment of Master Repurchase Agreement”) and (b) an Assignment of Reimbursement and Indemnity Agreement, between BNY Mellon and Regions Bank (the “Assignment of Reimbursement and Indemnity Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Cartersville, Georgia, as follows:

Section 1. The execution, delivery and performance of the Substitution of Escrow Agent are hereby authorized. The Mayor of the City (the “Mayor”) is hereby authorized to execute and deliver the Substitution of Escrow Agent on behalf of the City, which Substitution of Escrow Agent shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the

Substitution of Escrow Agent by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. The execution and delivery of the consent to the Assignment of Master Repurchase Agreement are hereby authorized. The Mayor is hereby authorized to execute and deliver the consent to the Assignment of Master Repurchase Agreement on behalf of the City, which Assignment of Master Repurchase Agreement shall be in substantially the form attached hereto as Exhibit B with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Assignment of Master Repurchase Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 3. The execution and delivery of the consent to the Assignment of Reimbursement and Indemnity Agreement are hereby authorized. The Mayor is hereby authorized to execute and deliver the consent to the Assignment of Reimbursement and Indemnity Agreement on behalf of the City, which Assignment of Reimbursement and Indemnity Agreement shall be in substantially the form attached hereto as Exhibit C with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Assignment of Reimbursement and Indemnity Agreement by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 4. From the date hereof, the Mayor and such other proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the purposes of this resolution and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the removal of BNY Mellon from the Loan Program and the appointment of Regions Bank. Without limiting the foregoing, if the Mayor is not available to execute the Substitution of Escrow Agent and the consent to the Assignment of Master Repurchase Agreement and the consent to the Assignment of Reimbursement and Indemnity Agreement herein authorized, the Mayor Pro Tem shall execute such document on the Mayor's behalf.

Section 5. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution shall be, and the same hereby are, in all respects, approved and confirmed.

Section 6. No stipulation, obligation or agreement herein contained or contained in the Substitution of Escrow Agent, Assignment of Master Repurchase Agreement and the Assignment of Reimbursement and Indemnity Agreement shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Substitution of Escrow Agent, Assignment of Master Repurchase Agreement and the Assignment of Reimbursement or Indemnity Agreement or be subject to personal liability or accountability by reason of the issuance thereof.

Section 7. GMA is hereby authorized to provide any notices on behalf of the City as required in connection with the removal of BNY Mellon from the Loan Program and the appointment of Regions Bank.

Section 8. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

ADOPTED this ____ day of _____, 2016.

CARTERSVILLE,

GEORGIA (SEAL)

BY: _____
Mayor

ATTEST:

BY: _____
Clerk

EXHIBIT A

Substitution of Escrow Agent

SUBSTITUTION OF ESCROW AGENT

Pursuant to the terms of the 1998A Escrow Agreement, dated as of June 1, 1998 (the "Escrow Agreement"), among Georgia Municipal Association, Inc. ("Lessor"), Cartersville, Georgia ("Lessee") and The Bank of New York Mellon Trust Company, N.A., as escrow agent, the Lessor and the Lessee hereby remove The Bank of New York Mellon Trust Company, N.A. and hereby appoint Regions Bank as escrow agent under the Escrow Agreement. Such removal of The Bank of New York Mellon Trust Company, N.A. and appointment of Regions Bank, as escrow agent under the Escrow Agreement, shall take effect upon the acceptance of such appointment in writing by Regions Bank.

LESSOR:

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Executive Director

LESSEE:

CARTERSVILLE, GEORGIA

By: _____
Name:
Title:

Attest: _____
Name:
Title:

EXHIBIT B

Assignment of Master Repurchase Agreement

ASSIGNMENT OF MASTER REPURCHASE AGREEMENT

THIS ASSIGNMENT OF MASTER REPURCHASE AGREEMENT (hereinafter referred to as the "Assignment") is made as of this ____ day of _____, 2016, by and between The Bank of New York Mellon Trust Company, N.A. and Regions Bank.

W I T N E S S E T H:

WHEREAS, The Bank of New York Mellon Trust Company, N.A. has entered into a Master Repurchase Agreement, dated as of July 21, 1998 (the "Master Repurchase Agreement"), by and among The Bank of New York Mellon Trust Company, N.A. (formerly, The Bank of New York), as buyer, Cartersville, Georgia, as obligor (the "Obligor") and Societe Generale, New York Branch, as seller (the "Seller"); and

WHEREAS, pursuant to the terms of the Master Repurchase Agreement, The Bank of New York Mellon Trust Company, N.A. desires to assign its interest in the Master Repurchase Agreement to Regions Bank;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, The Bank of New York Mellon Trust Company, N.A. and Regions Bank hereby covenant and agree as follows:

(a) The Bank of New York Mellon Trust Company, N.A. hereby absolutely assigns, transfers, conveys and sets over to Regions Bank all the right, title and interest of The Bank of New York Mellon Trust Company, N.A. in, under, by virtue of the Master Repurchase Agreement. Regions Bank shall be deemed for all purposes the "Buyer" under the Master Repurchase Agreement, and shall have all rights, powers, remedies and responsibilities of Buyer thereunder.

[Signatures on following pages.]

CONSENTED TO BY:

OBLIGOR:

CARTERSVILLE, GEORGIA

By:_____

Name:

Title:

SELLER:

SOCIETE GENERALE, NEW YORK BRANCH

By:_____

Name:

Title:

INSURER:

NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION

By:_____

Name:

Title:

EXHIBIT C

Assignment of Reimbursement or Indemnity Agreement

ASSIGNMENT OF REIMBURSEMENT AND INDEMNITY AGREEMENT

THIS ASSIGNMENT OF REIMBURSEMENT AND INDEMNITY AGREEMENT (hereinafter referred to as the "Assignment") is made as of this ____ day of _____, 2016, by and between The Bank of New York Mellon Trust Company, N.A. and Regions Bank.

W I T N E S S E T H:

WHEREAS, The Bank of New York Mellon Trust Company, N.A. has entered into a Reimbursement and Indemnity Agreement, dated as of June 1, 1998 (the "Reimbursement and Indemnity Agreement"), by and among Georgia Municipal Association, Inc., The Bank of New York Mellon Trust Company, N.A. (formerly, The Bank of New York), Cartersville, Georgia and National Public Finance Guarantee Corporation (formerly, MBIA Insurance Corporation); and

WHEREAS, pursuant to the terms of the Reimbursement and Indemnity Agreement, The Bank of New York Mellon Trust Company, N.A. desires to assign its interest in the Reimbursement and Indemnity Agreement to Regions Bank;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, The Bank of New York Mellon Trust Company, N.A. and Regions Bank hereby covenant and agree as follows:

(a) The Bank of New York Mellon Trust Company, N.A. hereby absolutely assigns, transfers, conveys and sets over to Regions Bank all the right, title and interest of The Bank of New York Mellon Trust Company, N.A. in, under, by virtue of the Reimbursement and Indemnity Agreement. Regions Bank shall be deemed for all purposes the "Trustee" and "Servicer" under the Reimbursement and Indemnity Agreement, and shall have all rights, powers, remedies and responsibilities of Trustee and Servicer thereunder.

[Signatures on following pages.]

CONSENTED TO AND APPROVED BY:

CARTERSVILLE, GEORGIA

By:_____
Name:
Title:

GEORGIA MUNICIPAL ASSOCIATION, INC.

By:_____
Name:
Title:

NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION

By:_____
Name:
Title:



City of Cartersville

City Council Meeting
7/21/2016 7:00:00 PM
May 2016 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the financial reports for May 2016.
City Manager's Remarks:	Tom R. will present this info. at the meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of May 31, 2016

51 # water

		FY 2014-15 MONTH OF May-15	FY 2015-16 MONTH OF May-16	FY 2014-15 Year to Date May-15	FY 2015-16 Year to Date May-16	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,521,085	\$1,492,900	\$21,964,050	\$31,713,028	130.42%
EXPENDITURE		\$1,859,611	\$1,568,637	\$22,312,171	\$30,976,362	127.39%
Gen. Fund Net Profit (Loss)		(\$338,526)	(\$75,737)	(\$348,121)	\$736,666	
WATER & SEWER						
REVENUE		\$1,287,486	\$1,426,585	\$14,076,909	\$14,930,378	95.86%
EXPENDITURE		\$1,128,824	\$1,281,446	\$13,225,046	\$12,241,776	78.60%
Wtr. & Swr. Fund Net Profit (Loss)		\$158,662	\$145,139	\$851,863	\$2,688,602	
GAS						
REVENUE		\$1,582,989	\$1,504,972	\$22,215,230	\$18,123,566	78.25%
EXPENDITURES		\$1,471,352	\$1,362,827	\$20,089,325	\$17,292,479	74.67%
Gas Fund Net Profit (Loss)		\$111,637	\$142,145	\$2,125,905	\$831,087	
ELECTRIC						
REVENUE		\$3,803,447	\$3,881,612	\$44,153,695	\$45,055,880	90.36%
EXPENDITURES		\$3,847,192	\$3,616,695	\$43,009,934	\$42,544,301	85.33%
Electric Fund Net Profit (Loss)		(\$43,745)	\$264,917	\$1,143,761	\$2,511,579	
STORMWATER						
REVENUE		\$112,243	\$119,431	\$1,282,810	\$1,290,586	92.91%
EXPENDITURE		\$78,764	\$85,960	\$1,468,312	\$1,076,609	77.51%
Stormwater Fund Net Profit (Loss)		\$33,479	\$33,471	(\$185,502)	\$213,977	
SOLID WASTE						
REVENUE		\$198,647	\$191,749	\$2,034,522	\$2,186,468	91.54%
EXPENDITURE		\$131,734	\$271,258	\$2,125,163	\$2,170,571	90.87%
Solid Waste Fund Net Profit (Loss)		\$66,913	(\$79,509)	(\$90,641)	\$15,897	
FIBER OPTICS						
REVENUE		\$153,467	\$220,564	\$1,749,671	\$1,874,125	99.93%
EXPENDITURE		\$133,190	\$118,183	\$1,486,921	\$1,536,036	81.90%
Fiber Fund Net Profit (Loss)		\$20,277	\$102,381	\$262,750	\$338,089	

				% of Monthly Totals to Budget
General Fund	Description	5/31/2016	FY 2016 Budget	
	Total Revenues	\$31,713,029	\$24,315,565	130.42%
	GO Bond Proceeds from School	\$9,879,375	\$1,448,125	682.22%
	Property Taxes-City Portion Only	\$1,525,811	\$1,570,235	97.17%
	Local Option Sales Tax (LOST)	\$3,258,862	\$3,916,000	83.22%
	Other Taxes	\$7,321,222	\$7,719,290	94.84%
	Building Permit & Inspection Fees	\$216,964	\$140,000	154.97%
	Fines and Forfeitures	\$473,163	\$700,000	67.59%
	Operating Transfers In-City Utilities	\$4,271,600	\$4,603,245	92.80%
	Other Revenues	\$4,766,032	\$4,218,670	112.97%
	Total Expenditures	\$30,976,362	\$24,315,565	127.39%
	Personnel Expenses	\$15,008,090	\$15,730,045	95.41%
	Operating Expenses	\$5,054,102	\$5,988,545	84.40%
	Capital Expenses	\$184,446	\$298,500	61.79%
	GO Bond Proceeds from School	\$9,879,375	\$1,448,125	682.22%
	Debt Pymt - JDA/CBA	\$394,649	\$394,650	100.00%
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$14,930,378	\$15,575,145	95.86%
	Water Sales	\$9,132,386	\$9,432,605	96.82%
	Sewer Sales	\$5,231,069	\$5,424,540	96.43%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Capacity Fees	\$0	\$305,000	0.00%
	Other Revenues	\$566,923	\$413,000	137.27%
	Total Expenditures	\$12,241,777	\$15,575,145	78.60%
	Personnel Expenses	\$3,209,510	\$3,465,290	92.62%
	Operating Expenses	\$2,820,473	\$3,346,775	84.27%
	Capital Expenses	\$541,687	\$2,630,500	20.59%
Gas Fund	Transfer To General Fund	\$2,298,606	\$2,507,570	91.67%
	Debt Payments	\$3,371,501	\$3,625,010	93.01%
	Total Revenues	\$18,123,566	\$23,159,760	78.25%
	Gas Sales	\$16,083,119	\$20,350,660	79.03%
	Gas Commodity Charge	\$1,269,388	\$1,245,000	101.96%
	Bond Proceeds	\$0	\$653,100	0.00%
	Proceeds from Capital Leases	\$0	\$76,000	0.00%
	Other Revenues	\$771,059	\$835,000	92.34%
	Total Expenses	\$17,292,478	\$23,159,760	74.67%
	Personnel Expenses	\$1,720,891	\$1,925,315	89.38%
	Operating Expenses	\$1,023,028	\$1,469,350	69.62%
	Purchase of Natural Gas	\$11,104,761	\$14,808,320	74.99%
	Transfer to General Fund	\$3,131,853	\$3,420,825	91.55%
	Capital Expenses	\$311,945	\$1,535,950	20.31%

	Description	5/31/2016	FY 2016 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$45,055,880	\$49,860,820	90.36%
	Electric Sales	\$43,790,820	\$47,909,705	91.40%
	Other Revenues	\$1,265,060	\$1,308,030	96.71%
	Use of Reserves		\$643,085	0.00%
	Total Expenses	\$42,544,301	\$49,860,820	85.33%
	Personnel Expenses	\$2,116,596	\$2,326,270	90.99%
	Operating Expenses	\$1,127,506	\$1,353,135	83.33%
	Purchase of Electricity	\$35,603,302	\$42,211,805	84.34%
	Capital Expenses	\$1,052,402	\$1,088,970	96.64%
	Transfer to General Fund	\$2,644,495	\$2,880,640	91.80%
Stormwater Fund	Total Revenues	\$1,290,586	\$1,389,000	92.91%
	Stormwater Revenues	\$1,251,943	\$1,340,000	93.43%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$11,363	\$13,000	87.41%
	Proceeds from Capital Leases	\$27,280	\$36,000	75.78%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,076,609	\$1,389,000	77.51%
	Personnel Expenses	\$595,941	\$698,585	85.31%
	Operating Expenses	\$450,665	\$579,695	77.74%
	Capital Expenses	\$30,003	\$110,720	27.10%
Solid Waste Fund	Total Revenues	\$2,186,468	\$2,388,600	91.54%
	Refuse Collections Revenues	\$2,042,330	\$2,177,450	93.79%
	Other Revenues	\$52,188	\$41,150	126.82%
	Proceeds From Capital Leases	\$91,950	\$170,000	54.09%
	Total Expenses	\$2,170,571	\$2,388,600	90.87%
	Personnel Expenses	\$884,269	\$1,081,240	81.78%
	Operating Expenses	\$1,053,827	\$1,137,360	92.66%
	Capital Expenses	\$232,475	\$170,000	136.75%
	Total Revenues	\$1,874,125	\$1,875,465	99.93%
	Fiber Optics Revenues	\$1,634,820	\$1,765,720	92.59%
Fiber Optics Fund	GIS Revenues	\$96,700	\$104,000	92.98%
	Other Revenues	\$142,605	\$5,745	2482.25%
	Total Expenses	\$1,536,036	\$1,875,465	81.90%
	Personnel Expenses	\$660,104	\$785,395	84.05%
	Operating Expenses	\$684,224	\$752,880	90.88%
	MEAG Telecom Statewide Pymt	\$93,630	\$115,795	0.00%
	Debt Payment to Electric Dept	\$0	\$92,395	0.00%
	Capital Expenses	\$98,078	\$129,000	76.03%

Item # 15

5T # wa1

Cash Position

	6/30/15	7/31/15	8/31/15	9/30/15	10/31/15	11/30/15	12/31/15
Total Unrestricted Cash Balance	\$14,730,500.90	\$14,002,158.95	\$15,198,260.99	\$15,972,077.87	\$16,484,083.63	\$19,021,850.36	\$15,759,976.71
Total Restricted Cash Balance	\$64,560,610.64	\$63,821,933.72	\$62,696,702.71	\$61,893,236.40	\$63,988,695.78	\$64,773,390.76	\$64,534,515.97

Cash Position

	1/31/16	2/28/16	3/31/16	4/30/16	5/31/16	6/30/16
Total Unrestricted Cash Balance	\$16,602,948.78	\$18,667,017.27	\$20,266,629.57	\$19,829,049.12	\$20,662,587.18	
Total Restricted Cash Balance	\$61,460,594.02	\$60,788,055.46	\$62,705,244.47	\$63,318,966.69	\$63,922,987.30	

Highlights for the Month of May 2016:

Unrestricted cash decreased due mainly to increase in cash balances in the water fund, the gas fund, the solid waste fund, the electric fund, and the fiber fund.

Restricted cash increased due mainly to the market value of the pension fund and increased debt service funds.