



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120

Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 9:00
AM – 12/6/2018
Work Session – 8:00AM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. November 15, 2018 (Pages 1 - 21)

[Attachments](#)

B. Appointments

1. Appointment and Swearing in of Assistant Municipal Court Judge (Page 22)

[Attachments](#)

2. Appointment and Swearing in of Municipal Court Judge (Page 23)

[Attachments](#)

3. Joint Cartersville-Bartow County Regional Industrial Development Authority (Page 24)

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4. Bartow-Cartersville Joint Development Authority (Page 25)

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5. Convention and Visitors Bureau (Page 26)

[Attachments](#)

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

1. AZ18-03: 36 Old Tenn. Road & 36 Oak Drive. Applicant: Highlands Development Associates, LLC (Pages 27 - 47)

[Attachments](#)

2. SU18-06: 306 Johnson Street. Applicant: John C. Waters (Pages 48 - 73)

[Attachments](#)

3. SU18-07: 7 Dixie Avenue, Applicant: Amit Patel (Pages 74 - 89)

[Attachments](#)

D. Second Reading of Ordinances

1. T18-06: Brewery, Microbrewery, & Distillery Definitions. Applicant: City of Cartersville (Pages 90 - 98)

[Attachments](#)

2. Alcohol Text Amendments (Pages 99 - 104)

[Attachments](#)

E. Resolutions

1. Submittal of Capital Improvements Element (CIE) and Short Term Work Program (STWP) Annual Update and Corresponding Transmittal Resolution (Pages 105 - 124)

[Attachments](#)

F. Contracts/Agreements

1. Agreement for Auto Museum (Pages 125 - 133)

[Attachments](#)

2. Courtware Solutions, Inc. Agreement (Pages 134 - 138)

[Attachments](#)

3. Mauldin & Jenkins Engagement Letter to Complete the Annual MEAG Questionnaire (Pages 139 - 142)

[Attachments](#)

G. Bid Award/Purchases

1. Cogsdale Invoice (Pages 143 - 144)

[Attachments](#)

2. WTP Filters 1-3 & 7 Rehabilitation (Pages 145 - 152)

[Attachments](#)

3. Everbridge - Mass Notification System (Pages 153 - 155)

[Attachments](#)

4. Trail Mix - Park Trails (Pages 156 - 159)

[Attachments](#)

5. Bid 18-005 - Sports Lighting Fields and Courts (Pages 160 - 194)

[Attachments](#)

6. Repair of 2011 Mobile Air/Light Unit (Pages 195 - 196)

[Attachments](#)

7. One Beacon Insurance Deductible (Pages 197 - 199)

[Attachments](#)

H. Change Order

1. Gas Department Facility Change Order #1 (Pages 200 - 201)

[Attachments](#)

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



City of Cartersville

City Council Meeting
12/6/2018 9:00:00 AM
November 15, 2018

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

City Council Meeting
November 15, 2018
10 N. Public Square
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One (by telephone call); Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, City Attorney.

Absent: Jayce Stepp, Ward 2 and Taff Wren Ward 6

II. Regular Agenda

A. Council Meeting Minutes

1. November 1, 2018 City Council Minutes

A motion to approve the November 1, 2018 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

B. Other

1. Award-Recognition

Chief Scott Carter stated I-75 is critical to the economic welfare for our community and the State of Georgia. Over 10% of the call volume for Cartersville Fire Department is generated on I-75. By far, working traffic accidents on the interstate is one of the dangerous duties performed by public safety. Clearing these incidents quickly and safely is a high priority.

At the annual Georgia Traffic Incident Management Enhancement (T.I.M.E.) task force conference, Cartersville Deputy Fire Chief Ray King was recognized for his efforts as a leader in Traffic Incident Management (TIM) for Cartersville, Bartow County and around the State of Georgia and was awarded the TIM Champion of the Year. The award was presented to Chief King by Jason Josey, the H.E.R.O. manager for the Georgia Department of Transportation and Chairman of the Georgia TIME Task Force.

C. Public Hearing – 1st Reading of Zoning/Annexation Requests
1. AZ18-03: 36 Old Tenn. Road & 36 Oak Drive. Applicant: Highlands Development Associates, LLC

Mayor Santini abstained and Mayor Pro Tem Cooley presided over this item.

Randy Mannino, Planning and Development Department Head stated this request is to annex two parcels located at 36 Old Tennessee Road and 36 Oak Drive and consisting of 2.35 acres. The applicant requests the property to be annexed for additional space and use by the Savoy Automobile Museum.

G-C (General Commercial) zoning is requested for the two (2) parcels in order to be consistent with the current museum property. The existing zoning is County A-1 (Agriculture). The Planning Commission recommends approval.

The floor was opened for a public hearing to anyone wishing to speak or against the zoning, and with no one stepping forward it was closed.

A public hearing was opened in regards to the annexation to anyone wishing to come forward and speak for or against and with no one coming forward the public hearing was closed.

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

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 32-18

Petition No. AZ18-03

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Development Associates, LLC. Property is located at 36 Old Tennessee Road and 36 Oak Drive. Said properties contain a total of 2.353 acres located in the 4th District, 3rd Section, Land Lot 23 as shown on the attached plat Exhibit “A”. Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading: November 15, 2018

ADOPTED: Second Reading: December 6, 2018

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 33-18
Petition No. AZ18-03

Item # 1

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Development Associates, LLC. Property is located at 36 Old Tennessee Road and 36 Oak Drive. Said property contains 2.353 acres located in the 4th District, 3rd Section, Land Lot 23 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agriculture) to G-C (General Commercial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading: November 15, 2018

ADOPTED: Second Reading: December 6, 2018

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Mayor Santini presided over the remainder of the Council Meeting.

2. SU18-06: 306 Johnson Street. Applicant: John C. Waters

Mr. Mannino stated the applicant, J.C. Waters, owns the property located on 401 North Tennessee Street where the existing used car lot resides: Duncan Auto Sales. Mr. Waters also owns the 306 and 308 Johnson Street lots and would like to extend the used car lot onto the adjacent 306 Johnson Street lot to allow Duncan Auto Sales to expand. The special use permit is required because used car lots are not allowed in the M-U district, but expanding an existing used car lot is considered an expansion of a nonconforming use and may be allowed with the SUP. The Planning Commission recommended approval.

The floor was opened for a public hearing to anyone to speak for or against the special use permit, and with no one coming forward the public hearing was closed.

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

3. SU18-07: 7 Dixie Avenue, Applicant: Amit Patel

Mr. Mannino stated the applicant wishes to construct a fast food restaurant with a drive thru. The property is in the M-U (Multiple Use) zoning district where restaurants are allowed by right; however, restaurants with drive thru windows require a special use permit per the M-U zoning regulations. The Planning Commission recommends approval.

Mayor Santini opened the floor for a public hearing to anyone wishing to speak for or against SU18-07 at 7 Dixie Avenue.

Linda Brooker, owner of 8 and 12 Maybelle Street, 2 properties adjacent to 7 Dixie Avenue, came forward to speak against the drive thru. Ms. Brooker's concern was that the drive-thru will be open from 10am to 10pm; this will negatively impact her income, because both properties are used as rentals.

Jeff Watkins, attorney representing the applicant stated this establishment will positively impact the community. Mr. Watkins stated the applicant would have to abide by development regulations. The drive-thru makes up a large percentage of the restaurant's business.

Randy Mannino, Planning and Development Department Head stated there is a 15 foot buffer requirement.

Ms. Brooker returned and stated there is no room for a 15 foot buffer.

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

D. First Reading of Ordinances

1. T18-06: Brewery, Microbrewery, & Distillery Definitions. Applicant: City of Cartersville

Mr. Mannino stated the proposed text amendments to the zoning and alcohol ordinances are driven by the 2018 Visioning Session, and requests by citizens and the Downtown Development Authority. The text amendments involve ordinance changes to support changes in State law and requests for breweries, distilleries and microbreweries. Currently, there are two potential projects for microbreweries in or adjacent to the DBD. Alcohol related text amendments to the zoning ordinance include updates to the Definitions, Zoning Districts and Special Use Standards sections.

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

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 26 – ZONING. ARTICLE II. – INTERPRETATIONS AND DEFINITIONS. SECTION 2.2 – DEFINITIONS is hereby amended by adding the following definitions thereto:

1.

Sec. 2.2. - Definitions.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

2.2.2. B

***Brewery.* An establishment that manufactures malt beverages.**

2.2.4. D

***Distillery.* An establishment that manufactures distilled spirits.**

2.2.13. M

***Microbrewery.* Microbrewery means an establishment in which not more than 15,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term “barrel” shall be defined as set forth in O.C.G.A. § 3-5-1.**

2.

The additional definitions added to Section 2-2 are to be alphabetized accordingly and included in said Section 2-2, and the remainder of said section shall be unaltered.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____ SECOND READING: _____

Item # 1

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 26 – ZONING, ARTICLE XVI. – SPECIAL USES. SECTION 16.4. – MINIMUM SPECIAL USE STANDARDS is amended by adding Section 16.4.18, 16.4.19, and 16.4.20 as follows:

1.

Sec. 16.4.18. Brew Pubs.

- (a) Production shall be in a wholly-enclosed building.
- (b) Production space shall be limited subject to state law.

2.

Sec. 16.4.19. Breweries.

Breweries, including accessory tasting rooms.

(a) Production shall be in a wholly-enclosed building.

(b) Any building or structure established in connection with such use shall be set back not less than 50 feet from any residentially zoned property.

3.

Sec. 16.4.20. Distilleries.

Distilleries, including accessory tasting rooms.

(a) Production shall be in a wholly-enclosed building.

(b) Any building or structure established in connection with such use shall be set back not less than 50 feet from any residentially zoned property.

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: _____
MEREDITH ULMER, CITY CLERK**

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 26 – ZONING. ARTICLE II. – INTERPRETATIONS AND DEFINITIONS. SECTION 2.2 – DEFINITIONS is hereby amended by adding the following definitions thereto:

Item # 1

1.

Sec. 2.2. - Definitions.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

2.2.2. B

Brewery. A place that manufactures malt beverages.

2.2.4. D

Distillery. A place that manufactures distilled spirits.

2.2.13. M

Microbrewery. *Microbrewery* means an establishment in which not more than 15,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term “barrel” shall be defined as set forth in O.C.G.A. § 3-5-1.

3.

The additional definitions added to Section 2-2 are to be alphabetized accordingly and included in said Section 2-2, and the remainder of said section shall be unaltered.

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

Item # 1

ATTEST: _____
MEREDITH ULMER, CITY CLERK

E. Resolutions for 2019 Events

1. Resolution for 2019 Events

Lillie Read, Downtown Manager stated in previous years, it has been the practice of Council to approve the known Festival Zone dates in one resolution, rather than to make multiple appearances for events every month throughout the year. This resolution submits all of the known rental and DDA events for 2019 for festival zone approval, although others may be presented to Council as they are requested. This schedule has been approved by the DDA Board and staff recommends approval of the requested festival zones.

A motion to approve the Resolution for 2019 Events was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Resolution No. 20-18

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 in 2019:

April 6 – Saturday – BBQ & Brews (downtown square, 11am-11pm)
May 4 – Saturday – Rotary Taste of Cartersville (downtown square, 11am-11pm)
May 18 – Saturday – Music by the Tracks (Friendship Plaza, 4-10pm)
June 15 – Saturday – Music by the Tracks (Friendship Plaza, 4-10pm)
July 20 – Saturday – Music by the Tracks (Friendship Plaza, 4-10pm)
August 17 – Saturday – Music by the Tracks (Friendship Plaza, 4-10pm)
August 24 – Saturday – Backpack Buddies 5K (Friendship Plaza, 8am-12pm)
September 21 – Saturday – Music by the Tracks (Friendship Plaza, 4-10pm)
October 19 – Saturday – Bluegrass & Folk Festival (Depot side of downtown square, 11am-9pm)
December 21 – Saturday – Christmas Karaoke (Friendship Plaza, 4-8pm); and

WHEREAS, the DDA Board recommends that these events 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 or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board, staff, or an approved festival manager will, in conjunction with event staff and volunteers, place signage around each event to identify the boundaries of the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each 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 2019 Events Calendar, as planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 15th day of November 2018.

/s/ _____
Matt Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

1. Library Grant

Tamara Brock, City Manager stated the Cartersville-Bartow Public Library has been experiencing some roof leaks. The quote received to replace the old library roof which is 20 years old, and the flat portions of the newer library roof is \$203,460.

A motion to approve the Library Grant was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

RESOLUTION NO: 21-18

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, STATE OF GEORGIA, AUTHORIZING APPLICATION FOR GRANT FOR LIBRARY

WHEREAS, the City of Cartersville supports the Cartersville-Bartow County Library (“Library”); and

WHEREAS, in the past, the City of Cartersville has applied for or participated with the Library in obtaining grants for facility improvements, Library projects, and other matters; and

WHEREAS, some grants require the City of Cartersville to provide matching funds in order for the Library to be awarded said grant; and

WHEREAS, it is the City of Cartersville’s understanding that the Library is filing for a grant for roof repair and other purposes (“Project”) under the Georgia Public Libraries Major Repair and Preservation Grant Program, which grant requires a commitment from the City of Cartersville to provide matching funds; and

WHEREAS, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Cartersville acting in their official capacity, are hereby authorized to file and/or execute any and all documents or application in order to obtain said Georgia Public Libraries Major Repair and Preservation Grant and to perform those activities specified within this Resolution in support of the Library; and

BE IT FURTHER RESOLVED, that the City of Cartersville shall be committed to Library to fulfill the Georgia Public Libraries Major Repair and Preservation Grant Program and to provide matching funds, if required, up to \$100,000.00; and

BE IF FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute any and all documents as may be required to accompany said application to the Georgia Public Libraries Major Repair and Renovation Grant Program and any and all Support Documentation which is considered to be part of said application process.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ___ day of _____, 2018.

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

ATTEST:

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

F. Bid award/Purchases

1. UPC 2019 Annual Membership

Michael Hill, Gas Department Head stated the City is required by state law to be a member of the Underground Protection Center (UPC). This is our annual membership dues invoice in the amount of \$9,390.68. It is recommended that Council approve this invoice.

A motion to approve UPC 2019 Annual Membership was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Item # 1

2. Transformer Purchase – 300kVA

Don Hassebrock, Electric Department Head stated the Electric Department needs to purchase a 300 kVA transformer for inventory. The City has a spare coming that could be used for the Taco Bell & Wendy's at Village Hills, but this project moved quicker than anticipated and Acworth has agreed to loan the City of Cartersville a transformer until this unit arrives. The City will have two of this size transformers on order, with one going to Acworth and the other one to go into inventory.

Cartersville Electric Dept recommends that council approve the purchase of the ERMCO transformer from Gresco for the price of \$8,765.00. This is a budgeted Capital Item in FY18-19 budget.

A motion to approve a Transformer Purchase – 300 kVA was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

3. New World Software Annual Maintenance

Chief Carter stated Cartersville Police and Fire Departments are connected to the New World Software that is used by the Bartow County 911, Sheriff's office and other local jurisdictions. This is an annual budgeted item that we expected to cost \$35,794.36. Some additional modules were added and all agencies share in these costs, so the 2019 annual maintenance for the City is \$38,207.82 and is recommended for Council approval.

A motion to approve New World Software Annual Maintenance was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

Motion to approve 7 added items to the agenda and to remove the 1 tabled agenda item from the last meeting was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

G. Contracts/Agreements

1. Amendment to Standard Group Insurance Policy

Mrs. Brock stated the City has coverage through Standard Insurance for short-term (STD) and long-term disability (LTD) for employees. The contract language currently does not agree with how the City handles reimbursement for any employees who are on short-term or long-term disability, which allows employees to make up the difference in the reduction in pay from STD or LTD by using their sick or vacation pay. The proposed amendment will allow employees to use their sick or vacation time to make up this short fall and is recommended for your approval.

A motion to approve Amendment to Standard Group Insurance Policy was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 4-0.

Added & Tabled Items:

III. Tabled

A. Bid Award/Purchases

1. 2019 Employee Wellness Program

Mrs. Brock stated staff recommends a 2018 wellness program for all employees which includes a health risk assessment, a biometric screening, and a coaching session. Employees who choose to participate in the program will be incentivized a \$40 reduction per pay period.

Motion to approve the 2019 Employee Wellness Program was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Added item: Appointment to the Board of Zoning Appeals

Mr. Mannino came forward and stated Hans Lutjens has resigned from the Board of Zoning Appeals and Council Member Stepp has recommended JB Hudson as his replacement.

Council Member Cooley made a motion to approve JB Hudson to the Board of Zoning Appeals and the motion was seconded by Board Member Roth. Motion carried unanimously. Vote: 4-0.

Added item: Emergency reading of an Animal Control Ordinance

Keith Lovell, City Attorney stated Bartow County handles animal control for the City. The County recently changed their procedures from holding animals from 5 days to 3 days to find owners, allow someone else to adopt the animal or to dispose of the animal. Mr. Lovell recommended approval of the emergency reading in order for the City to revise its ordinance to match Bartow County. Mr. Lovell stated the reason for the emergency reading is due to Bartow County making those changes effective November 1, 2018 and that date has past.

Motion to approve the animal control ordinance was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 4-0.

Ordinance No. 31-18

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 5 - ANIMALS, ARTICLE VI. - IMPOUNDMENTS, HEARINGS, APPEALS, SEC. 5-36. - UNCLAIMED ANIMALS, subsection (b) is hereby amended by deleting said subsection (b) and replacing it in its entirety as follows:

1.

Sec. 5-36. Unclaimed Animals.

(b) *Disposal of animals without known owners.* Except as provided below, after three (3) business days any animal whose owner cannot be ascertained, shall be placed for adoption, or humanely destroyed in accordance with O.C.G.A. § 4-11-5.1

2.

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

3.

The City utilizes the Bartow County Animal Shelter and because the City and County's time limit for disposal of animals without known owners differed, and in order to avoid any confusion over the time limit of disposal of animals without known owners, it is necessary that said Ordinance be emergency in nature and adopted with one reading.

BE IT AND IT IS HEREBY ORDAINED

EMERGENCY READING: November 15, 2018

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Added item: Request for Proposal

Mr. Lovell stated there has been interest from people in using the City's old fire station building. Mr. Lovell recommends approval for City Manager authorization to send out a Request for Proposal to the public sometime the 1st of December for those to be out for about 45 days and then for the proposals to be brought back before Council for consideration that make it through the review process.

Council Member Roth made a motion to approve authorization of City Manager to commence the Request for Proposal process and the motion was seconded by Council Member Fox. Motion carried unanimously. Vote: 4-0.

Added Items: Alcohol Ordinances

Mr. Lovell stated there were four separate alcohol ordinances for consideration which

Item # 1

have all been recommended for approval by the Alcohol Control Board. Mr. Lovell stated the first ordinance is in regards to violation fines. State law has changed and limited the fine amount to \$1,000.00 per violation. The second ordinance stated the definitions for microbreweries, manufacturers, and distilleries. The third ordinance allows on site consumption/pouring on premises. The fourth and last ordinance for consideration again allows for consumption on premises and are all in accordance with State law.

This is a first reading and does not require any action at this time.

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE V. – ALCOHOL CONTROL BOARD. SECTION 4-209. - ACTION BY ALCOHOL CONTROL BOARD (c) is hereby amended by deleting said paragraph (c) in its entirety and replacing it as follows:

1.

(c) Subject to the notice, hearing and appeal rights of a licensee as provided in this chapter, if the alcohol control board determines that a violation has occurred and been adjudicated guilty or the licensee has pled guilty or no contest it is authorized to levy the following fines and penalties. The board has the right to impose additional penalties or waive any of the penalties imposed based upon the facts of the incident as presented to them.

For violations within a three-year period involving the same license, owners or location the following recommended guidelines are hereby adopted.

Offense	Fine	Probation	Suspension/ Revocation
First	Up to \$1,000.00	3 years	None
Second	Up to \$1,000.00	3 years	30 days suspension
Third	Up to \$1,000.00	3 years	Revocation; no reapplication for one year

2.

All other remaining provisions of Section 4-209 are to remain as is and made part of the permitted uses in Section 4-209.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-1; definitions are amended by adding the definitions of Distillery, Manufacturer, and Microbrewery; and deleting the definitions of Hotel or Motel, and Restaurant in their entirety and replacing them as listed below:

1.

Sec. 4-1. – Definitions

Distillery means a facility that manufactures distilled spirits.

Manufacturer means any maker, brewer, producer, distillery, vinter, rectifier, blender, or bottler of distilled spirits or malt beverages and wine, microbrewers, or any other alcoholic beverage.

Microbrewery means an establishment in which not more than 15,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term “barrel” shall be defined as set forth in O.C.G.A. § 3-5-1.

Item # 1

2.

The additional definitions added to Section 4-1 are to be alphabetized accordingly and included in said Section 4-1.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 2. APPLICATION AND ISSUANCE. SECTION 4-59 POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS is amended by adding a new paragraph E as follows:

1.

Sec. 4-59. – Pouring Licenses Limited to Certain Establishments.

- E. Pouring licenses may be issued to manufacturers for off premises and on premises consumption as follows:
 - a. Microbrewer as defined in this Chapter and Brewers shall be subject to the limitations presented in O.C.G.A. § 3-5-24.1 shall be allowed to sell for on premises and off premises consumption.
 - b. Distillers as defined in this Chapter shall be subject to the limitations presented in O.C.G.A. § 3-4-24.2 shall be allowed to sell for on premises and off premises consumption.

Item # 1

2.

All other remaining provisions of Section 4-59 are to remain as is and made part of the permitted uses in Section 4-59.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-105. – CONSUMPTION ON-PREMISES is amended by deleting and replacing the same as listed below.

1.

Sec. 4-105. – Consumption on-premises.

It shall be unlawful for anyone to open, drink, or otherwise consume any wine or malt beverage or distilled spirits upon any premises, other than a pouring outlet or package wine outlet, wherein such beverages are sold under a license issued by the city, except as allowed for Brewer’s pursuant to O.C.G.A. § 3-5-24.1 and Distiller’s as allowed pursuant to O.C.G.A. § 3-4-24.2.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of

Item # 1

Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

H. Monthly Financial Statement

1. September 2018 Financial Report

Tom Rhinehart, Finance Department Head came forward and went over increases and decreases in City funds from September 2017 to September 2018.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

Item # 1



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM**

Appointment and Swearing in of Assistant Municipal Court Judge

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Assistant Municipal Court Judge, Jay Choate, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Appointment and Swearing in of Municipal Court Judge**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Municipal Court Judge, Harry White, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
12/6/2018 9:00:00 AM

Joint Cartersville-Bartow County Regional Industrial Development Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The current terms for Ralph "Sonny" Miller, Tommy Strickland and James Jarrett of the Joint Cartersville-Bartow County Regional Industrial Development Authority will expire 12.31.18. They would like to continue serving and if reappointed, their new terms would expire 12.31.22.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Bartow-Cartersville Joint Development Authority**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The current terms of Ralph "Sonny" Miller, Tommy Strickland and James Jarrett serving on the Bartow-Cartersville Joint Development Authority will expire on 12.31.18. They would all like to continue serving and if reappointed, their new terms will expire 12.31.22.
City Manager's Remarks:	Your approval of the reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Convention and Visitors Bureau**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The current terms for Jennifer Wiggins Matthews and Michael Gordon on the CVB Board will expire on 12.31.18. They would like to continue serving and if reappointed, their new terms will expire on 12.31.22.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
12/6/2018 9:00:00 AM

AZ18-03: 36 Old Tenn. Road & 36 Oak Drive. Applicant: Highlands Development Associates, LLC

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	<p>The request is to annex two (2) parcels located at 36 Old Tennessee Road and 36 Oak Drive and consisting of 2.35 acres. The applicant requests the property to be annexed for additional space and use by the Savoy Automobile Museum.</p> <p>G-C (General Commercial) zoning is requested for the two (2) parcels in order to be consistent with the current museum property. The existing zoning is County A-1 (Agriculture). The Planning Commission recommends approval.</p>
City Manager's Remarks:	This is the second reading. The Planning Commission did recommend your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ18-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Highlands Development Associates, LLC
Representative: Dale Baumann

Location: 36 Old Tenn. Road (0079B-0002-003) & 36 Oak Drive (0079B-0002-002)

Total Acreage: Approx. 2.353 Acres

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)

Proposed Zoning: G-C (General Commercial)

Proposed Use: Savoy Auto Museum

Current Zoning of Adjacent Property:

North: County A-1 (Agriculture)
South: G-C (General Commercial)
East: County A-1 (Agriculture)
West: County A-1 (Agriculture) & G-C (General Commercial)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 23
Ward: 6 **Council Member:** Taff Wren

The Future Development Map designates the subject property as: Highlands

The Future Land Use Map designates adjacent or nearby city properties as: Commercial

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception

Fire: *No comments received*

Gas: Takes no exception

Public Works: *No comments received*

Water and Sewer: Takes no exception

Public comments: No comments received

Cartersville School District: Takes no exception

Bartow County: Takes No Exception

REQUEST SUMMARY:

The request is to annex two (2) parcels located at 36 Old Tennessee Road and 36 Oak Drive and consisting of 2.35 acres. The applicant requests the property to be annexed for additional space and use by the Savoy Automobile Museum.

G-C (General Commercial) zoning is requested for the two (2) parcels in order to be consistent with the current museum property. The existing zoning is County A-1 (Agriculture).

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The G-C zoning district is appropriate for the museum.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*

The proposed application will not create an isolated district.

- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*

The proposed zoning should not adversely affect the existing use of adjacent property. Buffers will be required adjacent to residential land uses.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*

The current A-1 zoning has a reasonable economic use as a residential use.

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

The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. Ingress/Egress from the Museum property will be controlled from Hwy 411 and from Old Tennessee Rd.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*

The annexation and zoning would conform to the city's land use plan for the area.

- G. *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.*

The zoning proposal should not have an adverse environmental effect compared to the existing land use.

- H. *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.*

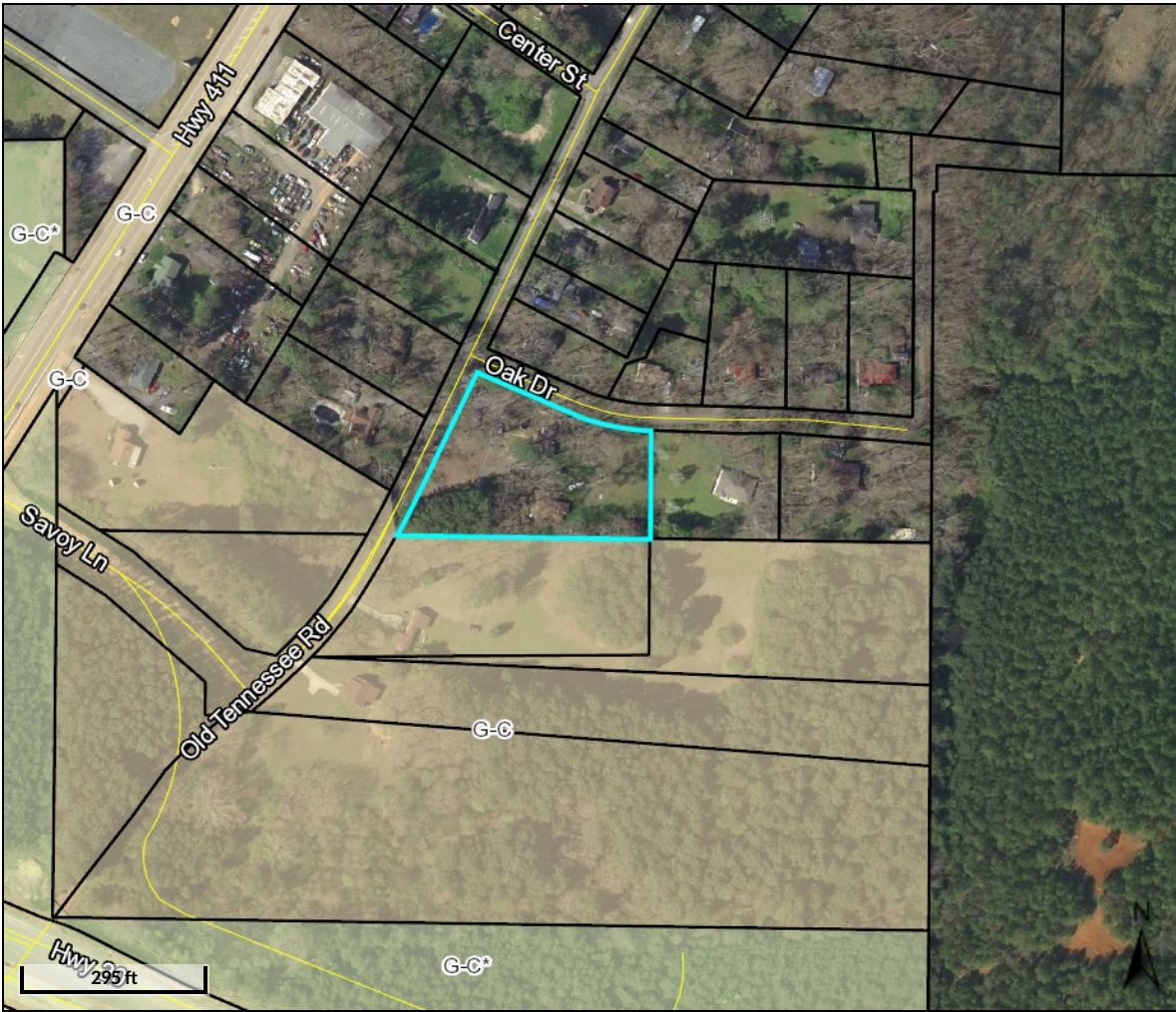
No additional conditions are known.

RECOMMENDATION: Staff recommends approval

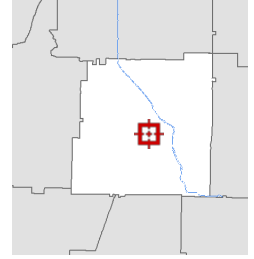
PLANNING COMMISSION RECOMMENDATION:

Recommends approval of the annexation (6-0)


































Recommends approval of the proposed zoning (6-0)



Overview



Legend

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

Parcel ID 0079B-0002-003
 Sec/Twp/Rng n/a

Alternate ID 20218
 Class Commercial

Owner Address HIGHLANDS DEVELOPMENT ASSOCIATES LLC
 PO BOX 3248

Item # 7

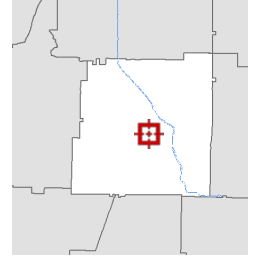
Property Address 36 OLD TENNESSEE RD **Acreage** 1.86 CARTERSVILLE GA 30120
Bartow County
District Bartow County
Brief Tax Description LL99 LD5 LTS1-11 BLOCK I OAKLAND HEIGHTS
(Note: Not to be used on legal documents)

Date created: 10/18/2018
Last Data Uploaded: 10/17/2018 9:10:53 PM


































Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

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

Parcel ID 0079B-0002-002
Sec/Twp/Rng n/a

Alternate ID 20217
Class Commercial

Owner Address HIGHLANDS DEVELOPMENT ASSOCIATES LLC
PO BOX 3248

Item # 7



BARTOW COUNTY

Steve Taylor, Sole Commissioner

AZ1803

CERTIFIED MAIL # 7006 3450 0001 5974 6625

October 22, 2018

Mayor and Council
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request by Highlands Development Associates
to annex two parcels located at 36 Oak Drive
and 36 Old Tennessee Road
Cartersville, Georgia

Item # 7

Bartow County has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Commercial Mixed Use.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,

STEVE TAYLOR
Commissioner
Bartow County

ST/kg

- c. Zoning Department
- Bartow County Road Department
- Voter Registration
- Tax Assessor
- GIS Department

**REICON MANAGEMENT, LLC
P.O. BOX 3248
CARTERSVILLE, GA 30120**

September 26, 2018

Mr. David Hardegree, AICP
City of Cartersville
Planning and Zoning Department
2nd Floor, City Hall
10 N. Public Square
Cartersville, GA 30120

RE: Annexation/Re-Zoning Application

Dear Mr. Hardegree:

Thank you again for your assistance with the Annexation and Re-Zoning Application concerning the property located at 36 Old Tennessee Road and 36 Oak Drive. Enclosed please find the following:

1. Completed Application for Annexation / Zoning
2. Copy of a survey covering 36 Old Tennessee Road and a copy of the deed which has the legal description for the property.
3. Copy of a subdivision plat indicating the two lots which make up 36 Oak Drive and a copy of the deed which has the legal description for the property. Note – as we discussed, we are in the process of getting an updated boundary survey for the property and will provide that to you under separate cover as soon as we receive it.
4. A check in the amount of \$450.00 made out to the City of Cartersville for the filing fee of \$400 and \$50 for the Public Notice Fee for the city staff to assist us in preparing and managing the required public notification process.

Once we receive the new survey for the property located 36 Oak Drive, we will have the appraiser also complete the Surveyor's Certificate for both properties.

Thank you again for your help. If you need any additional information, please contact me at (404) 717-3219.

Sincerely,



Dale R. Baumann

Item # 7

Application for Annexation/ Zoning
City of Cartersville

Case Number: _____
Date Received: _____

Public Hearing Dates:

Planning Commission 11/6/18 5:30pm 1st City Council 11/15/18 7:00pm 2nd City Council 12/6/18 7:00pm 9:00 Am

Item # 7

Applicant Highlands Development Associates, LLC Office Phone (678) 721-2288
 (printed name)
 Address P.O. Box 3248 Mobile/ Other Phone (404) 717-3219
 City Cartersville State GA Zip 30120 Email dbaumann@reicon.org
Dale R. Baumann Phone (Rep) (404) 717-3219
 Representative's printed name (if other than applicant) Email (Rep) dbaumann@reicon.org

Dale R. Baumann Representative Signature [Signature] Applicant Signature

Signed, sealed and delivered in presence of: My commission expires:
[Signature] April 27, 2021
 Notary Public

* Titleholder Highlands Development Associates, LLC Phone 404-717-3219
 (titleholder's printed name)
 Address P.O. Box 3248 Email dbaumann@reicon.org
Cartersville, GA 30120
 Signature [Signature]

Signed, sealed, delivered in presence of: My commission expires:
[Signature] April 27, 2021
 Notary Public

Present Zoning District A1 / A1 Requested Zoning GC / GC
 Acreage: 1.53 / .76 Land Lot(s) 199 / 199 District(s) 4th / 4th Section(s) 3rd / 3rd
 Location of Property: 36 Old Tennessee Rd and 36 Oak Drive
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: We own adjacent property which was previously annexed into city and zoned GC. We are building a museum which may be on some of land.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) #	<u>00798-0002-003</u>	Voting Ward(s)	<u>6</u>
	<u>00798-0002-002</u>		
Current Land Use	<u>Single Family Residential</u>	Current Zoning	<u>A1</u>
Proposed Land Use	<u>General Commercial</u>	Proposed Zoning	<u>GC</u>
Number of Dwelling Units	<u>1</u>	Number of Occupants	<u>N/A</u>
Owner Occupied?	Yes _____ No <input checked="" type="checkbox"/>		
Racial Composition	<u>N/A</u>		
Number of School-aged Children	<u>N/A</u>	Grade Level(s) of School-aged Children	<u>N/A</u>
School(s) to be attended:	<u>N/A</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	_____ City <input checked="" type="checkbox"/> County	_____ Well/ Other	
Sewer:	_____ City <input checked="" type="checkbox"/> County	_____ Septic/ Other	
Natural Gas:	_____ City	_____ Other (List) _____	
Electricity:	_____ City	<input checked="" type="checkbox"/> GA Power	_____ Greystone
		_____ Other (List) _____	

Item # 7

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 9/27/18

Date Two Years Prior to Application: 9/27/16

Date Five Years Prior to Application: 9/27/13


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:

made
Item # 7

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

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

NIA


 Signature 9/27/18
 Date
Marty Sonenshine
 Print Name

**REICON MANAGEMENT, LLC
P.O. BOX 3248
CARTERSVILLE, GA 30120**

October 4, 2018

Mr. David Hardegree, AICP
City of Cartersville
Planning and Zoning Department
2nd Floor, City Hall
10 N. Public Square
Cartersville, GA 30120

RE: Annexation/Re-Zoning Application

Dear Mr. Hardegree:

Please find the following to be added to our Annexation and Re-Zoning Request package:

1. A survey which covers both pieces of property (36 Old Tennessee Road and 36 Oak Drive) that we are requesting to be annexed into the city.
2. A signed Surveyor's Certificate

Thank you again for your help. If you need any additional information, please contact me at (404) 717-3219.

Sincerely,



Dale R. Baumann

SURVEYOR'S CERTIFICATE

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

Item # 7

10-08-18
Date

William C. Smith
Georgia Registered Land Surveyor No. 1803
WILLIAM C. SMITH



ZONING ADMINISTRATOR:

1. Case Number: AZ1803
2. Yes No

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached?
10/31/18
Date

Daryl Hulegan
Zoning Administrator

SPACE FOR CLERK OF SUPERIOR COURT

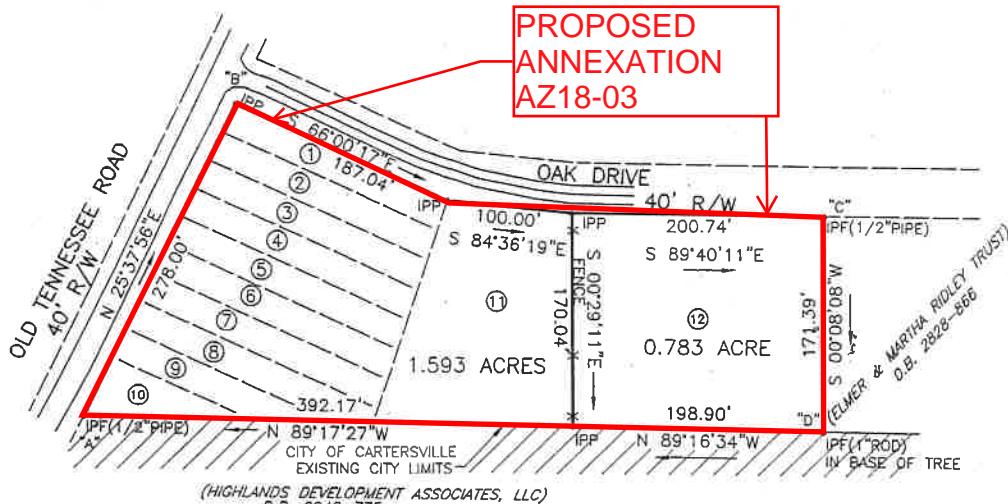
Item #

SURVEY FOR
ANNEXATION TO THE CITY OF CARTERSVILLE
 PROPERTY OF
HIGHLANDS DEVELOPMENT ASSOCIATES, LLC
 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12, BLOCK 1
 OAKLAND HEIGHTS
 IN LAND LOT 23
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA
 TOTAL AREA = 2.373 ACRES

STATE PLANE COORDINATE TABLE

Point	Northing	Easting
"A"	1531866.247	2106409.571
"B"	1532116.889	2106529.831
"C"	1532030.267	2107001.003
"D"	1531858.679	2107000.597

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which create the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



THIS AREA ANNEXED IN 2017 PER AZ17-03

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

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

REGISTERED LAND SURVEYOR No. 1803

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

D.B. — DEED BOOK & PAGE
 SP — SERVICE POLE
 LP — LIGHT POLE

6647.CRD 6647-11.DWG
 FLOOD INSURANCE RATE MAP 13015C0060 F
 DATED SEPT.29,1989 SHOWS THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE.

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

PLAT CLOSURE;
 ONE FOOT IN
 341,000 FEET.

MARCH 16, 2018
 REVISED 10-04-2018



William C. Smith
 DATE: 10-04-2018
 WILLIAM C SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803
 DATE OF LAST FIELD SURVEY WORK: 10-04-2018

0 20 100 150
 10 50
 SCALE 1"=100'
 FILE 6647-11

GEORGIA ZONE WEST
 GRID NORTH

RETRACEMENT SURVEY FOR
HIGHLANDS DEVELOPMENT ASSOCIATES, LLC
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOTS 22, 23, 50 & 51
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

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

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

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

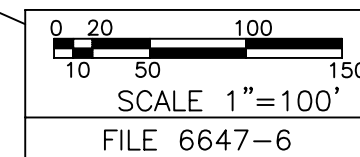
D.B. - DEED BOOK & PAGE
 SP - SERVICE POLE
 LP - LIGHT POLE

6647.CRD 6647-6.DWG
 FLOOD INSURANCE RATE MAP 13015C0060 F
 DATED SEPT.29,1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

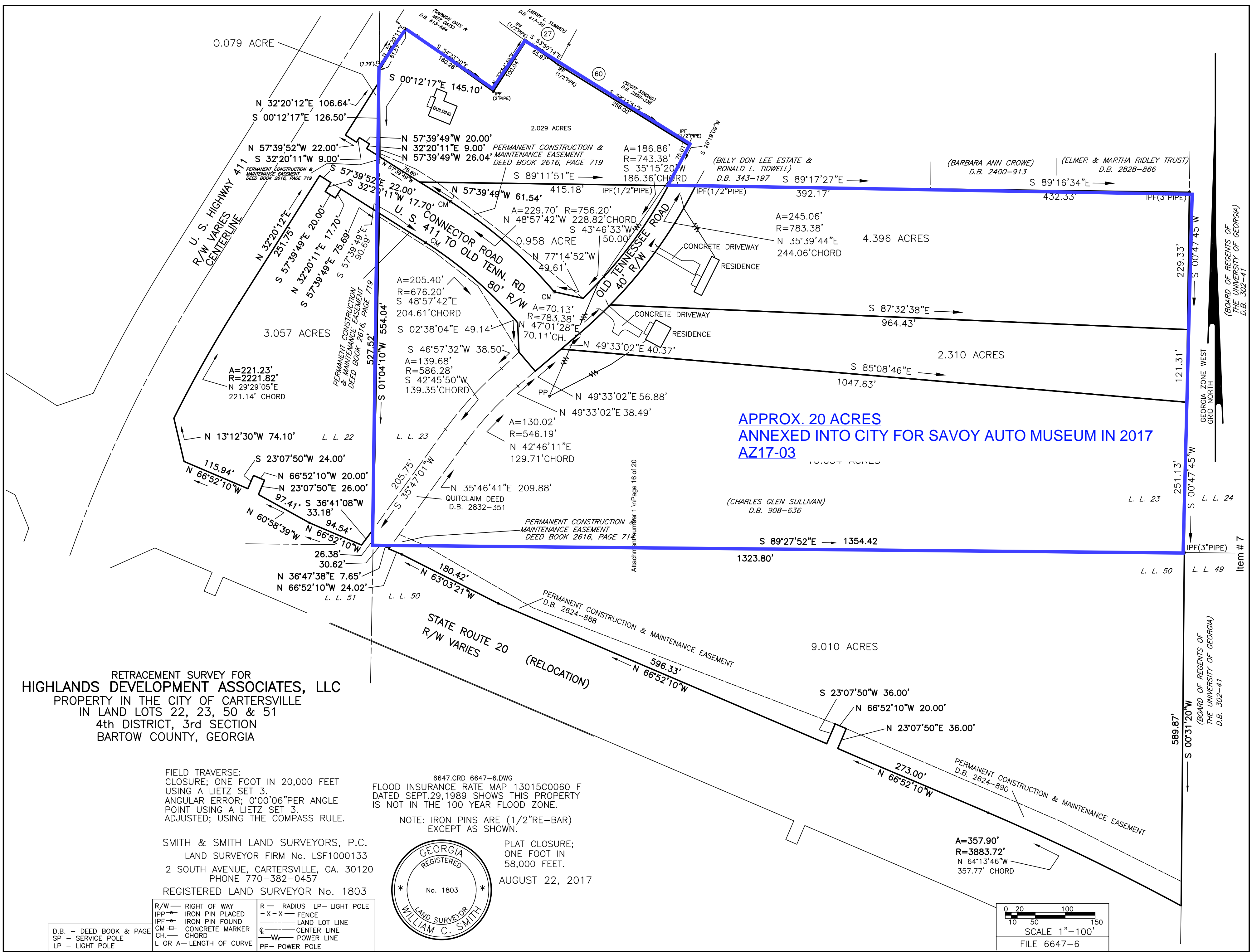
NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.



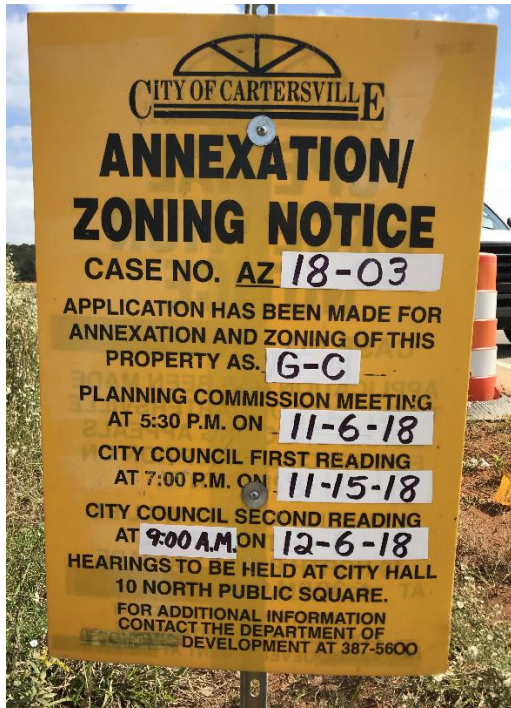
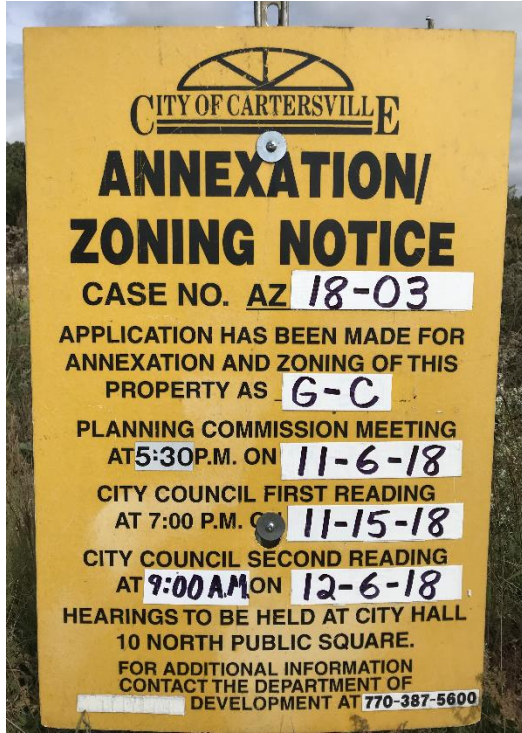
PLAT CLOSURE;
 ONE FOOT IN
 58,000 FEET.
 AUGUST 22, 2017



**APPROX. 20 ACRES
 ANNEXED INTO CITY FOR SAVOY AUTO MUSEUM IN 2017
 AZ17-03**



PUBLIC NOTICE



SITE PICS TAKEN: 10/3/18



SITE PICS TAKEN: 10/3/18



Item # 7

SITE PICS TAKEN: 10/3/18



Item # 7



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM**

SU18-06: 306 Johnson Street. Applicant: John C. Waters

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant, J.C. Waters, owns the property located on 401 North Tennessee Street where the existing used car lot resides (Duncan Auto Sales). Mr. Waters also owns the 306 and 308 Johnson Street lots and would like to extend the used car lot onto the adjacent 306 Johnson Street lot to allow Duncan Auto Sales to expand. The special use permit is required because used car lots are not allowed in the M-U district, but expanding an existing used car lot is considered an expansion of a nonconforming use and may be allowed with the SUP. The Planning Commission recommends approval.
City Manager's Remarks:	This is the second reading. Planning Commission recommended your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU18-06**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **John C. Waters**
 Representative: **John C. Waters**
 Property Owner: **John C. Waters**
 Property Location: **306-308 Johnson Street (C004-0001-014)**
 Access to the Property: **Tennessee Street and Johnson Street**

Site Characteristics:

Tract Size: Acres: **0.12 acres** District: **4th** Section: **3rd** LL(S): **384**
 Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple- Use District)**
 Proposed Zoning: **Same**
 Proposed Use: **Extend the existing used car lot onto the 306 Johnson Street lot.**

Current Zoning of Adjacent Property:
 North: **MU (Multiple Use)**
 South: **MU (Multiple Use)**
 East: **MU (Multiple Use)**
 West: **MU (Multiple Use)**

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

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

SU18-06

City Department Comments:

Electric: Takes no exception

Fibercomm: Takes no exception

Fire: Takes no exception

Gas: Takes no exception

Public Works: Please advise the applicant that an expansion of a commercial lot will require that Chapter 7.5 of our [Development Standards]Code of Ordinance will need to be addressed prior to permitting.

Water and Sewer: Takes no exception

SPECIAL USE REVIEW

The applicant, J.C. Waters, owns the property located on 401 North Tennessee Street where the existing used car lot resides (*Duncan Auto Sales*). Mr. Waters also owns the 306 and 308 Johnson Street lots. Mr. Waters would like to extend the used car lot onto the adjacent 306 Johnson Street lot (recently subdivided) to allow Duncan Auto Sales to expand.

The special use permit is required because used car lots are not allowed in the M-U district, but expanding an existing used car lot is considered an expansion of a nonconforming use.

SU13-04 was approved in 2013 and allowed the expansion of a used car lot along Tennessee Street.

Few or no impacts to Johnson and Tennessee Streets, property ingress or egress, or parking is expected. However, the expansion would be required to meet all development standards and be reviewed by all city departments as part of the Plan Review process. A landscape buffer would be required adjacent to the 102 Ford Street Quad-plex and the 308 Johnson St. property. Both locations are residential uses.

SU18-06

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

ARTICLE XVI. SPECIAL USES

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;

Item # 8

SU18-06

5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

HOW GENERAL STANDARDS ARE MET (per applicants written comments)

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

How Standard #1 has / will be met: Minimal effect anticipated

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

How Standard #2 has / will be met: Customer parking will be provided on site.

Standard #3: Protective screening.

How Standard #3 has / will be met: Buffer will be required adjacent to residential land uses. 102 Ford St and 308 Johnson St.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: No changes expected to current operating hours. 9:30 – 6:00pm, M-F. Closed, Sat-Sun.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: If needed, will be required to meet development and zoning standards.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: From Johnson St and Tennessee St.

SU18-06

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: Possible conflict with residential land uses, but landscape buffers will be required.

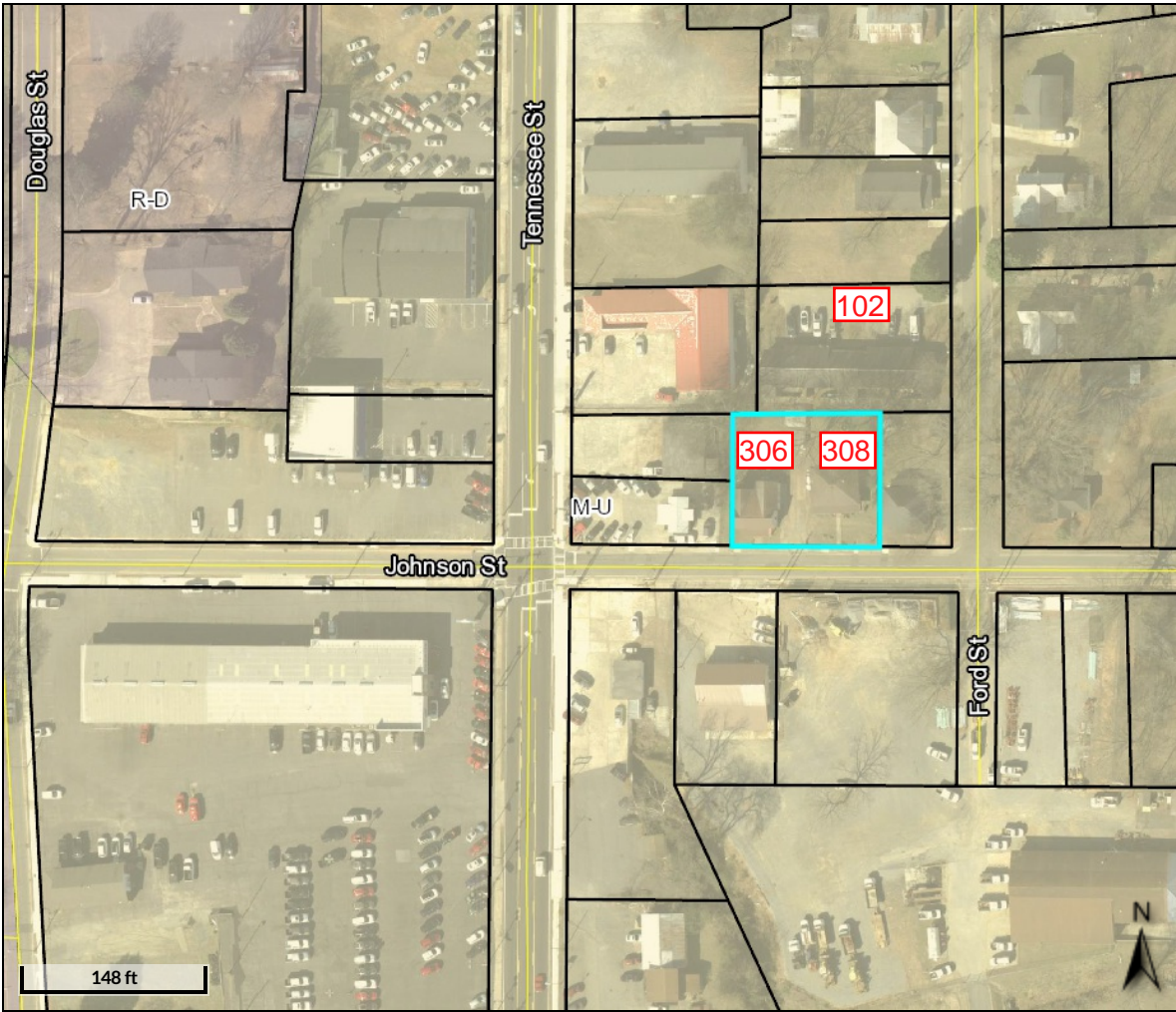
Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met: N/A

Staff Recommendation:

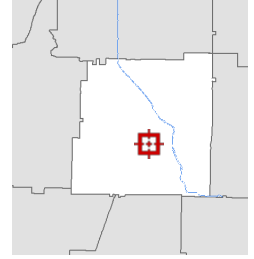
An approval should be conditional on a finding of little or no impact to adjacent residential uses and to the goals and vision for the Tennessee Street Corridor and Transitional Use Area of the Future Development Map and Mixed-Use Commercial category of the Future Land Use Map. The expansion will require departmental plan review.

Planning Commission Recommendation:

Recommends approval (6-0)



Overview



Legend

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

Parcel ID C004-0001-014
 Sec/Twp/Rng n/a

Alternate ID 32602
 Class Residential

Owner Address JOHN & CAROLYN WATERS TRUST
 P O BOX 1672

Item # 8

Property Address 308 JOHNSON ST
Cartersville

Acreage 0.26

CARTERSVILLE GA 30120-1672

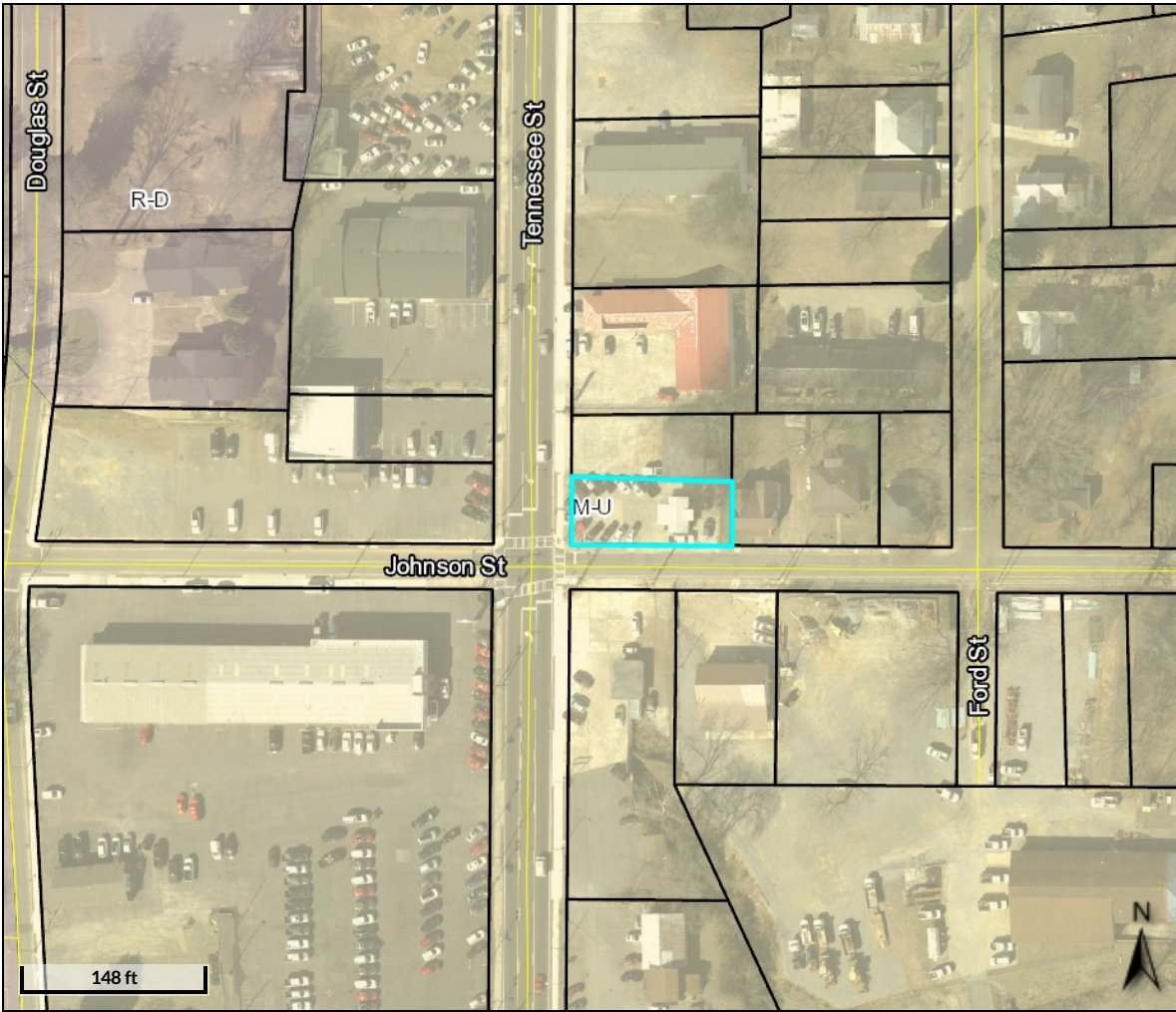
District Cartersville

Brief Tax Description 308 JOHNSON ST LL 384 LD4
(Note: Not to be used on legal documents)

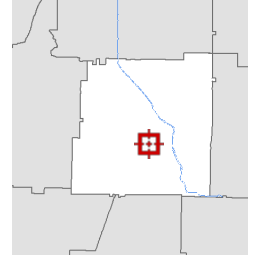
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Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

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

Parcel ID C004-0001-013
Sec/Twp/Rng n/a

Alternate ID 32601
Class Commercial

Owner Address JOHN & CAROLYN WATERS TRUST
P O BOX 1672

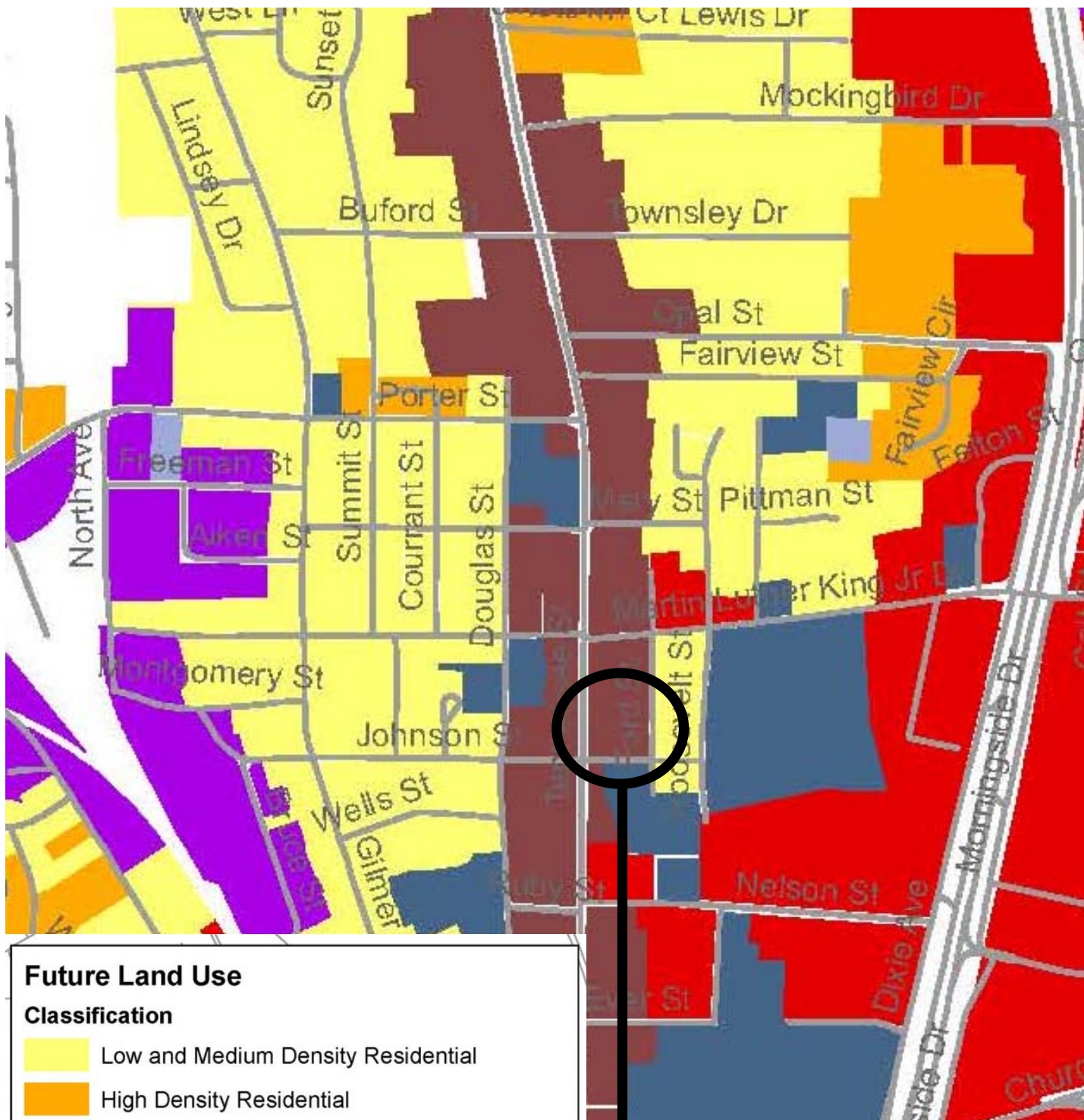
Item # 8

Property Address 401 N TENNESSEE ST **Acreage** n/a CARTERSVILLE GA 30120-1672
Cartersville
District Cartersville
Brief Tax Description LL384 LD4
(Note: Not to be used on legal documents)

Date created: 10/18/2018
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FUTURE LAND USE MAP 2018



Future Land Use

Classification

- Low and Medium Density Residential
- High Density Residential
- Commercial
- Commercial - Mixed Use ←
- Industrial
- Community Parks / Recreation / Conservation
- Public / Institutional
- Transportation / Communications / Utilities

SITE

Future Land Use Category: Mixed Use CommercialFound in: Bartow County, Adairsville, Cartersville, Emerson

This includes Zoning Districts predominantly General Commercial, Neighborhood Commercial, or Office/Institutional, while allowing for a range of residential densities. All residential districts are allowed, from single-family conventional, manufactured and industrialized housing, townhomes, multi-family housing ranging from duplexes to apartment buildings, and manufactured home parks (minimum size of 10 acres and only in specific districts as well as all permitted commercial and office uses.



Highway 41 commercial and residential areas, Adairsville

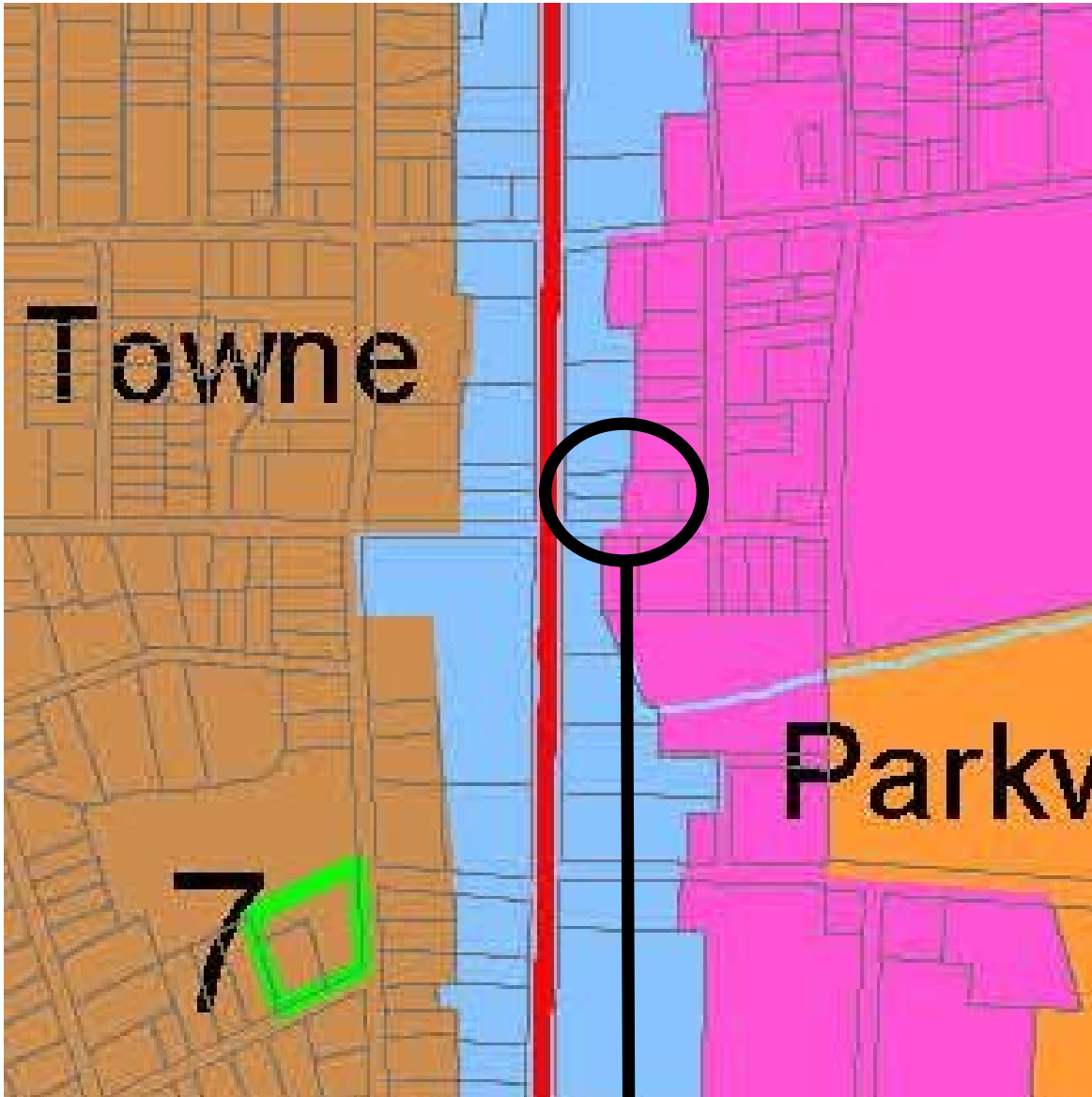
The Commercial/Mixed Use area is used to delineate areas where commercial and residential uses occur side by side. The use allows residential character to remain. However, this is primarily a commercial oriented land use, with overall 60% of the developments being of a commercial or office nature and 40% being residential in nature. Development or redevelopment should be consistent in the overall 60% commercial/ 40% residential balance of uses, even if one development or parcel is predominantly commercial or residential. This is a car-oriented land use category; efforts should be undertaken using Complete Streets policies to increase safe pedestrian access from the home to the store,

office, or school. Land use within the Lake Allatoona-Glade Road Urban Redevelopment Area includes mixed use commercial areas encouraging balanced growth.



Tennessee St. Mixed Use Corridor, Cartersville

FUTURE DEVELOPMENT MAP 2018



- Light Blue: Main Street Overlay District
- Grey: Mining
- Pink: Mixed-Use Activity Center
- Yellow: Neotraditional Neighborhood
- Orange: Neighborhood Living
- Brown: North Towne Revitalization Area
- Dark Orange: Parkway Corridor
- Light Yellow: Suburban Living
- Light Red: Summer Hill
- Light Grey: Tellus Interchange Commercial
- Blue: Tennessee Street Corridor ←
- Pink: Transitional Use Area ←
- Dark Grey: Workplace Center

- **Infill Development** - Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.
- **Housing Choices** – A range of housing size, cost, and density should be provided in each community to make it possible for all who work in the community to also live in the community (thereby reducing commuting distances), to promote a mixture of income and age groups in each community, and to provide a range of housing choice to meet market needs.
- **Traditional Neighborhoods** – Traditional neighborhood development patterns should be encouraged, including the use of more human scale development, compact development, mixing of uses within easy walking distance of one another, and facilitating pedestrian safety.
- **Transportation Alternatives** – Alternatives to transportation by automobile, including mass transit, bicycle routes, and pedestrian facilities, should be made available in each community. Greater use of alternate transportation should be encouraged.
- **Growth Preparedness** – Each community should identify and put in place the prerequisites for the type of growth it seeks to achieve. These might include infrastructure (roads, water, sewer) to support new growth, appropriate training of the workforce, ordinances and regulations to manage growth as desired, or leadership capable of responding to growth opportunities and managing new growth when it occurs.

Implementation

- Implementation requirements will vary based on location and availability of public infrastructure and utilities.

■ **Tennessee Street Corridor**

The Tennessee Street Corridor is a predominantly commercial corridor which connects downtown to the north side of Cartersville. The corridor is generally defined as all parcels fronting Tennessee Street on either side of the right-of-way. Streetscape improvements, signage, non-vehicular circulation options, development guidelines for consistent setbacks, implementation of traffic controlling measures, pedestrian enhancements, underground utilities, and targeted infill and redevelopment strategy will be utilized to create an attractive commercial corridor with multiple circulation alternatives. Social Intersections should be established, which are activity areas for social interaction and retail corresponding to intersections along Tennessee Street. Consider the cross sections of Church Street, Nelson and Ruby Streets, Martin Luther King, Jr. Drive, Opal Street, Buford Street, Mockingbird Drive, Gentilly Boulevard, Quail Run, and Pointe North Drive.

A study was performed by DCA between 2005-2008 to create an overlay district for this corridor. The recommendations of the study should be reviewed and implemented, if still feasible. Tennessee Street is a State Highway, Hwy 61. GA DOT will need to be included in projects impacting the Right-of way.

Development Strategies

- Encourage compatible architecture styles and materials that maintain the local character;
- Wherever possible, connect to regional network of greenspace and trails, available to pedestrians, and bicyclists.
- Create small public spaces at pre-identified nodes to serve as meeting points, focal points or landmarks.
- Design for greater pedestrian orientation and access, more character with attractive clustering of buildings, leaving pocket parks with benches, fountains, and meeting spots within the center;
- Convert the Corridor to an attractive boulevard with signage guiding visitors to downtown and scenic areas around the community;
- Mechanical equipment should be screened from public view and sited so as not to cause noise impacts on adjacent properties. Trash and garbage enclosures should be restricted to rear yard areas;
- Provide basic access for pedestrians and bicycles, consider vehicular safety measures including driveway consolidation and raised medians (which also improve safety for bike/pedestrians); and
- Coordinate land uses and bike/pedestrian facilities with transit stops, where applicable.

Community Quality Objectives

The following Quality Community Objectives, or elements thereof, as established by the Georgia Department of Community Affairs, are achieved by implementation of this Character Area:

- **Regional Identity** – Each region should promote and preserve a regional “identity” or regional sense of place, defined in terms of traditional architecture, common economic linkages that bind the region together, or other shared characteristics.
- **Heritage Preservation** – The traditional character of the community should be maintained through preserving and revitalizing historic areas of the community, encouraging new development that is compatible with the traditional features of the community, and protecting other scenic or natural features that are important to defining the community’s character.
- **Infill Development** – Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.
- **Sense of Place** – Traditional downtown areas should be maintained as the focal point of the community, or, for newer areas where this is not possible, the development of activity centers that serves as community focal points should be encouraged. These community focal points should be attractive, mixed-use, pedestrian friendly places where people choose to gather for shopping, dining, socializing and entertainment.
- **Traditional Neighborhoods** – Traditional neighborhood development patterns should be encouraged, including the use of more human scale development, compact development, mixing of uses within easy walking distance of one another, and facilitating pedestrian safety.

- **Appropriate Businesses** – The businesses and industries encouraged to develop or expand in a community should be suitable for the community in terms of job skills required, long term sustainability, linkages to other economic activities in the region, impact on the resources of the area, and future prospects for expansion and creation of higher skill job opportunities.
- **Employment Options** – A range of job types should be provided in each community to meet the diverse needs of the local workforce.
- **Transportation Alternatives** – Alternatives to transportation by automobile, including mass transit, bicycle routes, and pedestrian facilities, should be made available in each community. Greater use of alternate transportation should be encouraged.

Implementation

- Identify infrastructure and utility issues or deficiencies and develop a corrective action plan.
- Review, revise and implement the Overlay District study recommendations completed in 2008.
- Create usable, landscaped sidewalks; drainage improvements; pedestrian lighting (interspersed w/ overhead); traffic calming devices; uniform architectural design standards; underground design and placement of utilities; pedestrian miniparks; and curb-cut guidelines;
- Establish the Tennessee Street Garden District Overlay and associated development of the following standards: greenspace; minimal setbacks; improved appearance standards; architectural and building materials; site specific buffer requirements; landscape; shielded parking; density; signage; underground utilities; interconnectivity; pervious surface area; and lighting;
- Expand the number of zoning districts permitted within the Tennessee Street Corridor;
- Provide incentives to stimulate redevelopment;
- Promote interconnectivity between commercial uses throughout the district to minimize curb cuts;
- Develop the following ordinances: architectural and design; sign; and outdoor storage;
- Identify funding opportunities/develop incentives to encourage neighborhood business owners to hire from neighborhood work force through the creation of a Neighborhood Employment Program.

■ **Transitional Use Area**

Areas suitable for designation as Transitional Use Areas are those originally developed for single-family homes that have or will become impacted by adjacent thoroughfares and commercial encroachment and may no longer be suitable primarily for residential use. In the past, individual properties have been rezoned and converted in a way that has often been disruptive from an urban design sense: parking lots have replaced front lawns; houses have been remodeled unprofessionally, resulting in structures with incoherent design elements; and signage has often been out of proportion to the structure and use advertised.

In order to propose an orderly, safe and aesthetic transition, properties within designated Transitional Use Area corridors can be considered for nonresidential use at an intensity compatible with

surrounding residential areas that maintain the essential residential “look” and feel of the area. Designation of this corridor is meant to encourage public and private investment that will promote vitality, activity and safety in the area, by controlling aesthetics, site planning and limiting nonresidential uses that will not overly impact existing residential neighborhoods adjacent to the site.

Transitional Use Areas are, generally, located along or adjacent to arterial or collector thoroughfares.

Development Strategies

- A new use should be compatible with the adjoining neighborhood and not attract a high volume of traffic or visitors, have late night or early morning hours of operation, produce outdoor sound or other distractions, or serve a market area that extends beyond the adjacent neighborhoods and passers-by. Generally, professional and business office uses, personal services and local-serving retail sales establishments, small-scale religious and other non-profit institutions, and other low-intensity neighborhood services are compatible with houses;
- The conversion’s remodeling should be architecturally compatible with the neighborhood and must upgrade or at least be consistent with the basic architecture of the structure. Architectural integrity and compatibility considerations include siting of the building, massing, proportion, scale, materials, colors, details, façade treatment, lighting and signage;
- New building design should take into consideration the unique qualities and the dominant character of the surrounding area;
- New occupancies in converted houses should be limited to one business enterprise (with one business entrance) for structures under 2,000 square feet of gross leasable area;
- Signs should be consistent with the form and materials of the building. Illuminated signs would not be permitted when adjacent to existing residential uses;
- Mechanical equipment should be screened from public view and sited so as not to cause noise impacts on adjacent properties. Trash and garbage enclosures should be restricted to rear yard areas; and
- Landscaping must be installed in areas not designated for parking and circulation.

Community Quality Objectives

The following Quality Community Objectives, or elements thereof, as established by the Georgia Department of Community Affairs, are achieved by implementation of this Character Area:

- **Heritage Preservation** – The traditional character of the community should be maintained through preserving and revitalizing historic areas of the community, encouraging new development that is compatible with the traditional features of the community, and protecting other scenic or natural features that are important to defining the community’s character.
- **Infill Development** - Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.
- **Transportation Alternatives** – Alternatives to transportation by automobile, including mass transit, bicycle routes, and pedestrian facilities, should be made available in each community. Greater use of alternate transportation should be encouraged.

- **Housing Choices** – A range of housing size, cost, and density should be provided in each community to make it possible for all who work in the community to also live in the community (thereby reducing commuting distances), to promote a mixture of income and age groups in each community, and to provide a range of housing choice to meet market needs.
- **Growth Preparedness** – Each community should identify and put in place the prerequisites for the type of growth it seeks to achieve. These might include infrastructure (roads, water, sewer) to support new growth, appropriate training of the workforce, ordinances and regulations to manage growth as desired, or leadership capable of responding to growth opportunities and managing new growth when it occurs.
- **Regional Identity** – Each region should promote and preserve a regional “identity” or regional sense of place, defined in terms of traditional architecture, common economic linkages that bind the region together, or other shared characteristics.
- **Regional Cooperation** – Regional cooperation should be encouraged in setting priorities, identifying shared needs, and finding collaborative solutions, particularly where it is critical to success of a venture, such as protection of natural resources or development of a transportation network.

Implementation

- Adopt design and use requirements to guide new construction and adaptive reuse and conversion of existing structures that will assure compatibility with remaining residences on the road and with surrounding neighborhoods;
- Develop design guidelines for Lower Hwy 41; and
- Develop design guidelines for any large area targeted for redevelopment.

■ **Summer Hill**

Summer Hill is an historic African American community located northwest of downtown Cartersville. The community continues today to serve as an authentic area of character with a mix of residences, churches, civic facilities, and small-scale commercial. A variety of housing, including small lot single family housing as well as small apartment buildings may be accommodated.

The Summer Hill School was built in 1954 and closed in the 1980s, abandoned and left to decay. In 2001 the Etowah Area Consolidated Housing Authority (EHA) took over ownership of the former Summer Hill School and the adjacent 17 acre recreational complex located on Aubrey Street, and facilities have been renovated. The 2006 Summer Hill Project, partially supported by a grant from the Anheuser Busch Corporation, is a partnership between Kennesaw State, the Etowah Valley Consolidated Housing Foundation and the Summer Hill Foundation to assist the neighborhood in recovering and preserving its history.

Primary Land Uses

- A mix of residential with limited small scale commercial.

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

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

How Standard #1 has / will be met:

No! effect

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

How Standard #2 has / will be met:

None!

Standard #3: Protective screening.

How Standard #3 has / will be met:

Buffer beside residential lot

Item # 8

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

How Standard #4 has / will be met:

9: A.M. to 5: P.M.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

None

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

extended car-lot

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

Signed,

John C. Waters Jr.
Applicant or Representative

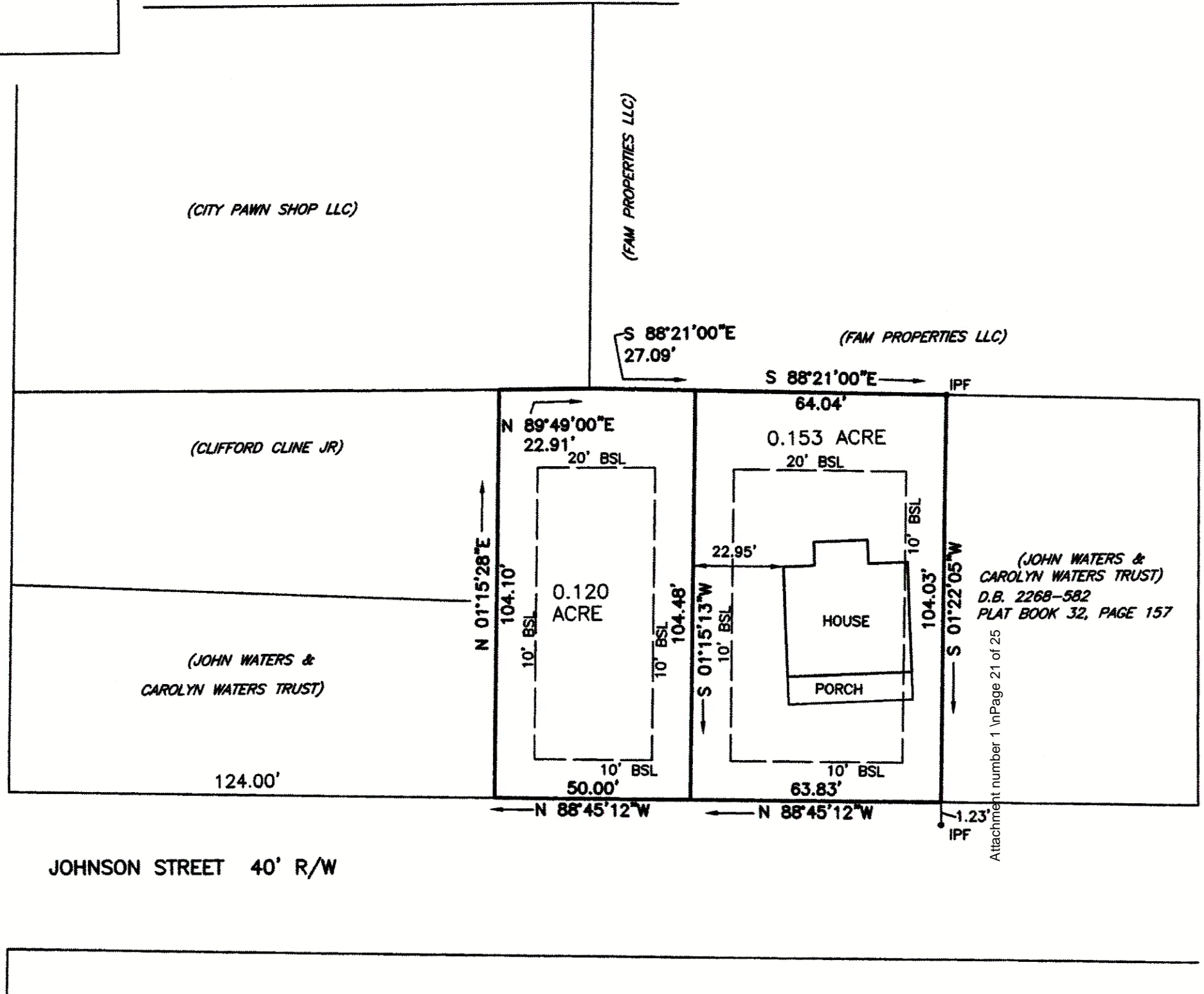
09-28-2018

Date

CARTERSVILLE NEWSPAPERS

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

SPACE FOR CLERK OF SUPERIOR COURT
BK:2018 PG:254-254
P2018000250
 FILED IN OFFICE
 CLERK OF COURT
 08/23/2018 06:55 AM
 MELBA SCOGGINS, CLERK
 SUPERIOR COURT
 BARTOW COUNTY, GA
Melba Scoggins
 2670507172
 PARTICIPANT ID



OWNER'S CERTIFICATE
 The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems, drains and drainage easements, and public places shown are dedicated to the use of the public forever.
John C. Waters Date 08-15-2018
 Owner Date

SURVEYOR'S CERTIFICATE
 It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.
William C. Smith Date AUGUST 13, 2018
 Surveyor Date

CITY OF CARTERSVILLE CERTIFICATE:
 In accordance to the City of Cartersville Development Regulations and the City's Zoning Ordinance, all requirements of approval having been fulfilled, this plat was given final approval by the following City personnel on behalf of the City of Cartersville:
Daryl Hahn 8-13-18 Date
 Zoning Administrator Date
W. P. Williams 8-22-18 Date
 Water Superintendent Date
 City Engineer Date?

**SURVEY FOR
 PROPOSED LOT SPLIT FOR
 JOHN WATERS &
 CAROLYN WATERS
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 384
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA**

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

ZONING NOTE
 THIS PROPERTY IS ZONED "M-U"
 MULTIPLE USE DISTRICT
 SET BACKS ARE AS FOLLOWS
 FRONT 10 FEET
 SIDE 10 FEET
 REAR 20 FEET

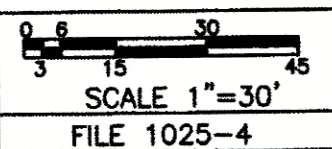
1025.CRD 1025-4.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

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

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



PLAT CLOSURE;
 ONE FOOT IN
 288,000 FEET.
 JULY 20, 2018
 REVISED 08-13-2018

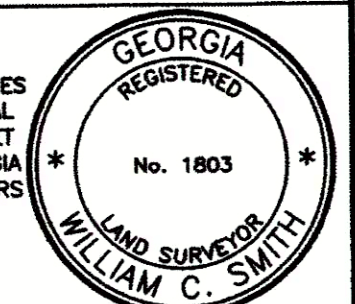


- | | |
|--------------------------|----------------------------|
| R/W — RIGHT OF WAY | R — RADIUS LP — LIGHT POLE |
| IPP — IRON PIN PLACED | - X - X — FENCE |
| IPF — IRON PIN FOUND | — — — LAND LOT LINE |
| CM — CONCRETE MARKER | — — — CENTER LINE |
| CH — CHORD | — W — POWER LINE |
| L OR A — LENGTH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

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

SPACE FOR GOVERNMENT BODY APPROVAL

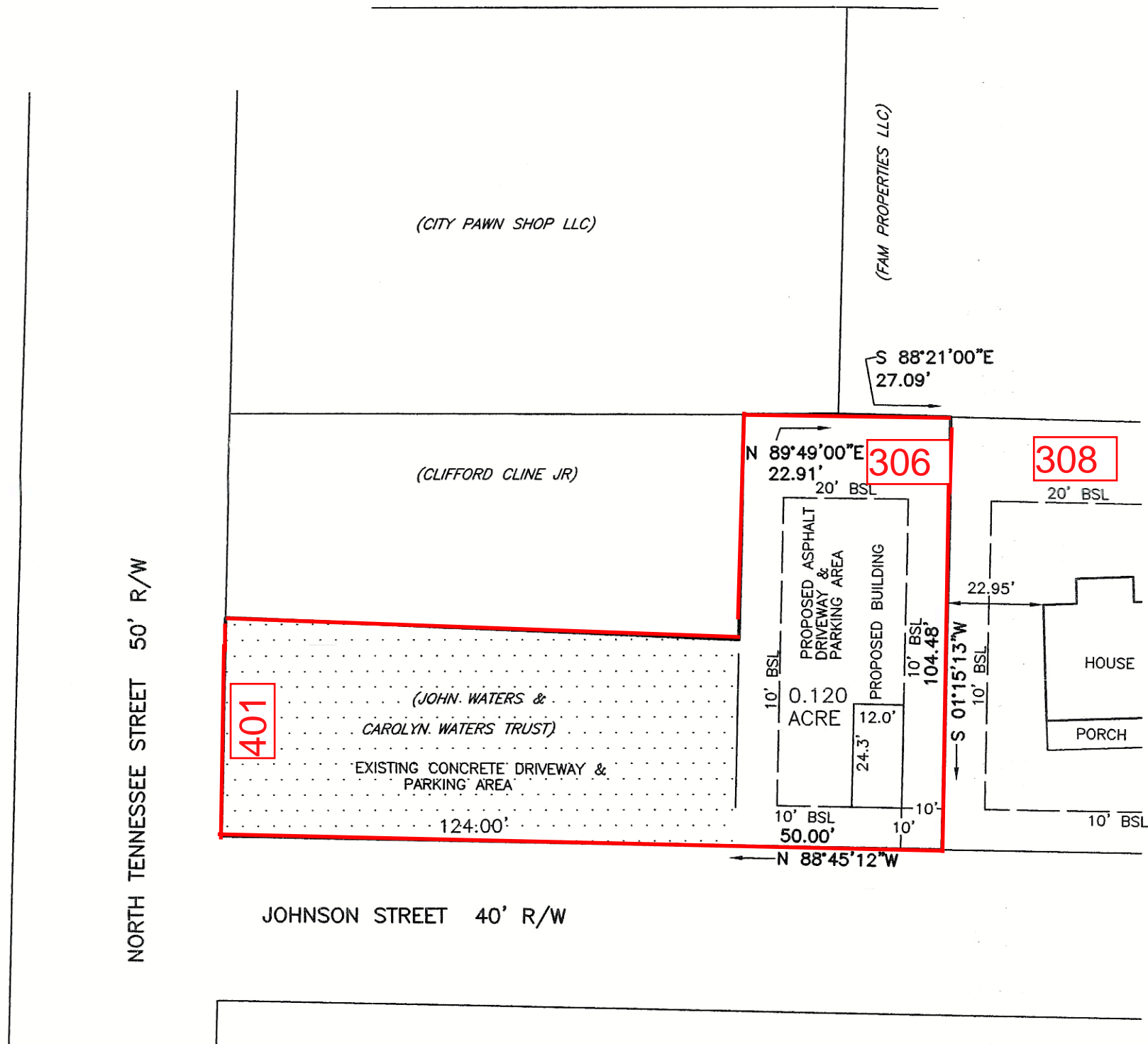
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION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



William C. Smith DATE: 8-13-2018
 WILLIAM C SMITH: GEORGIA REGISTERED LAND SURVEYOR No. 1803
 DATE OF LAST FIELD SURVEY WORK: 8-11-2018

ZONING NOTE

THIS PROPERTY IS ZONED "M-U"
 MULTIPLE USE DISTRICT
 SET BACKS ARE AS FOLLOWS
 FRONT 10 FEET
 SIDE 10 FEET
 REAR 20 FEET



Item # 8

SURVEY FOR
 PROPOSED SITE LAYOUT FOR
**JOHN WATERS &
 CAROLYN WATERS**
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 384
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

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

1025.CRD 1025-6.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

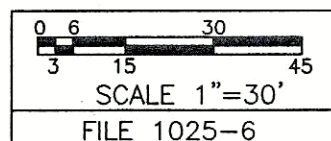
NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.

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



PLAT CLOSURE;
 ONE FOOT IN
 288,000 FEET.
 SEPTEMBER 28, 2018

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



MAG. NORTH

SU18-06. 401 N. Tennessee St.



Item # 8

SU18-06. Images taken 10-26-18



SU18-06. Images taken 10-26-18





City of Cartersville

City Council Meeting
12/6/2018 9:00:00 AM
SU18-07: 7 Dixie Avenue, Applicant: Amit Patel

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant wishes to construct a fast food restaurant with a drive thru. The property is in the M-U (Multiple Use) zoning district where restaurants are allowed by right; however, restaurants with drive thru windows require a special use permit per the M-U zoning regulations. The Planning Commission recommends approval.
City Manager's Remarks:	This is a request for a special use permit in order for the restaurant to have a drive thru that is currently not allowed due to zoning regulations in the area. Planning Commission did recommend approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU18-07**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Amit Patel**
 Representative: **Jeffrey Watkins**
 Property Owner: **FORR, LLC**
 Property Location: **7 Dixie Avenue (C001-0016-016)**
 Access to the Property: **Dixie Avenue**

Site Characteristics:

Tract Size: Acres: **1.55** District: **4th** Section: **3rd** LL(S): **456**
 Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple Use)**
 Proposed Zoning: **M-U (Multiple Use)**
 Proposed Use: **Fast Food Restaurant w/ Drive Thru**
 Current Zoning of Adjacent Property:
 North: **M-U (Multiple Use)**
 South: **M-U (Multiple Use)**
 East: **G-C (General Commercial)**
 West: **M-U (Multiple Use)**

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

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

SU18-07

2. City Department Comments:**Electric:** Takes No Exception**Fibercomm:** Takes No Exception**Fire:** Takes No Exception**Gas:** Takes No Exception**Public Works:** *No comments received***Water and Sewer:** Takes No Exception**3. Public Comments:**

Date uncertain: Linda Brooker, property owner, 8 and 12 Maybelle St., visited the planning office in person and spoke to Randy Mannino. The discussion involved the effect of this development on property values.

4. Special Use Review

The applicant wishes to construct a fast food restaurant with a drive thru. A special use permit is required because the property is in the M-U district.

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses**Sec. 16.1. Scope and intent.**

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

Sec. 16.2. Application of regulations and approval.

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

SU18-07

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

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

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

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

Sec. 17.6 Number of Parking Spaces

17.6.23 Restaurant or place dispensing food, drink, or refreshments which provides seating indoors. One (1) space for each four (4) seats provided for patron use.

6. How General Standards Are Met:

Item # 9

SU18-07

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

How Standard #1 has / will be met: No negative effect to traffic along adjoining streets.

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

How Standard #2 has / will be met: Property will have onsite parking

Standard #3: Protective screening.

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

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Normal business hours

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Standard outdoor lighting as required by the ordinance

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Dixie Avenue

Standard #7: Compatibility with surrounding land use.

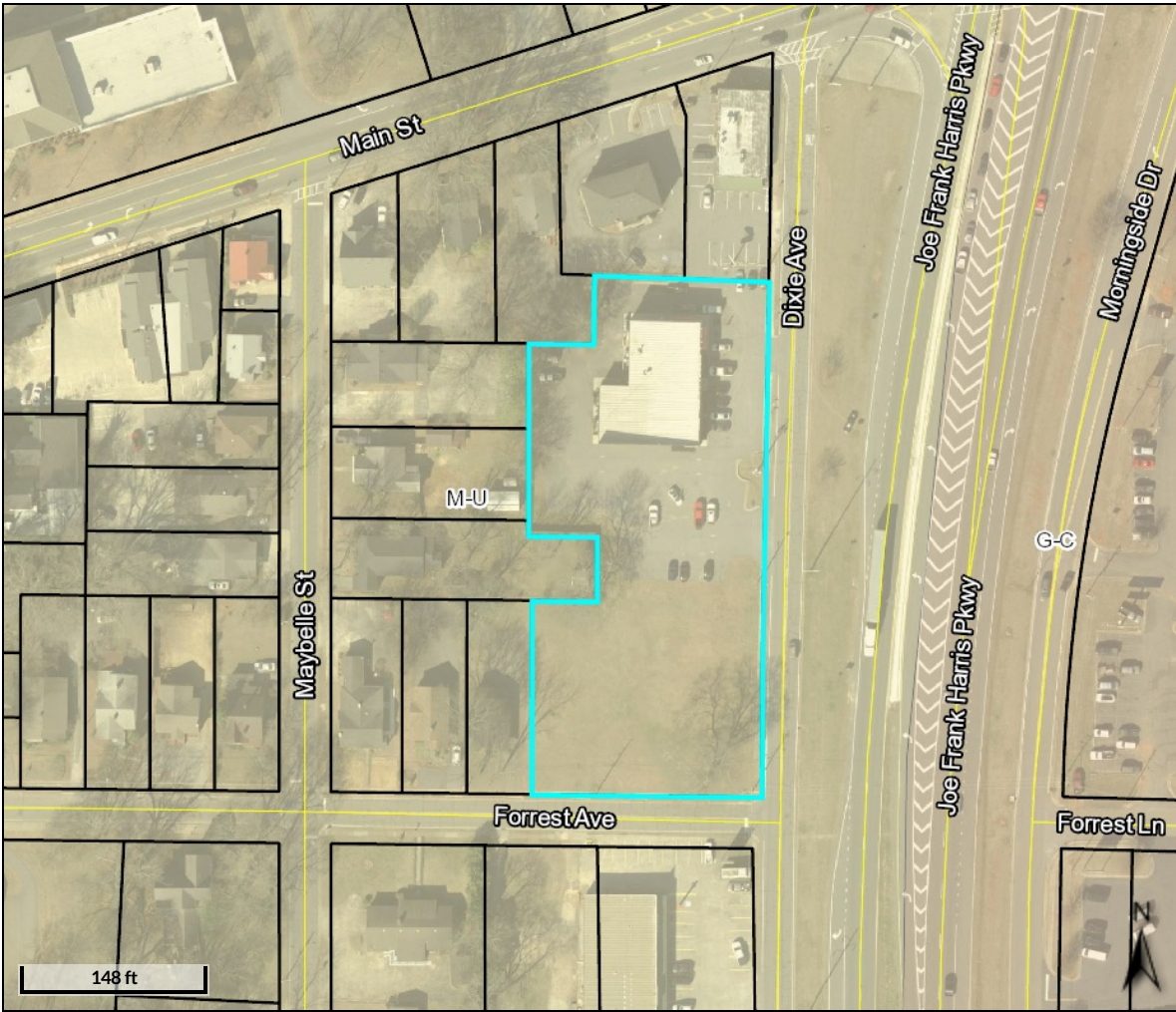
How Standard #7 has / will be met: Adjacent properties are in the M-U district

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

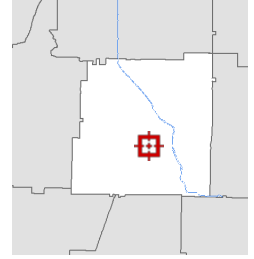
8. Staff Recommendation: No objection to special use request

9. Planning Commission Recommendation:

















Recommends Approval (6-0)



Overview



Legend

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

Parcel ID C001-0016-016
Sec/Twp/Rng n/a

Alternate ID 31929
Class Commercial

Owner Address FORR LLC
PO BOX 1312

Item # 9

Property Address 7 DIXIE AV
Cartersville

Acreage 1.55

CARTERSVILLE GA 30120

District Cartersville

Brief Tax Description LL456 LD4

(Note: Not to be used on legal documents)

Date created: 10/18/2018

Last Data Uploaded: 10/17/2018 9:10:53 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Special Use
City of Cartersville

Case Number: 501807
Date Received: 9/26/18

Public Hearing Dates:

Planning Commission 11/6/18 5:30pm 1st City Council 11/15 7:00pm 2nd City Council 12/6
~~7:00pm~~
9:00am

Applicant AMIT PATEL Office Phone _____
(printed name)

Address 4626 NOAH OVERLOOK W. Mobile/ Other Phone 423-605-4123
30191

City MARIETTA ACWORTH State GA Zip 30060 Email apatel17@hotmail.com


JEFFREY A. WATKINS Phone (Rep) (770) 382-7017
Representative's printed name (if other than applicant)

Representative Signature

Jeff Watkins Email (Rep) jeff@jeffwatkinslaw.com
Applicant Signature

Signed, sealed and delivered in presence of: My commission expires: 4/23/22

Elizabeth Kelly Notary Public



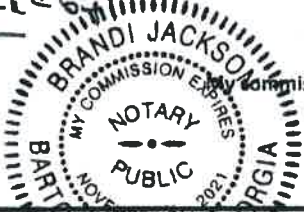
* Titleholder FORR, LLC Phone (770) 382-8708
(titleholder's printed name)

Address P.O. BOX 1312, CARTERSVILLE, GA Email tommys@raintree-properties.com

Signature Tommys Forr LLC

Signed, sealed, delivered in presence of: My commission expires: Nov. 27, 2021

Brandi Jackson Notary Public



Present Zoning District M-U

Acreage 1.55 Land Lot(s) 456 District(s) 4 Section(s) 3

Location of Property: 7 DIXIE AVENUE, CARTERSVILLE, GEORGIA
(street address, nearest intersections, etc.)

Reason for Special Use Request: To allow for a drive-thru window for the proposed Fazoli's restaurant.

(attach additional statement as necessary)

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

Item # 9

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 09/28/2018

Date Two Years Prior to Application: 09/28/2016

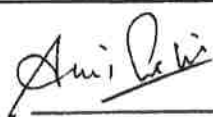
Date Five Years Prior to Application: 09/28/2013

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

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

Item # 9

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



 Signature

9/27/18

 Date

AMIT PATEL

 Print Name

LIST OF ADJOINING PROPERTY OWNERS

FORR, LLC
P.O. Box 1312
Cartersville, Georgia 30120

Attic Self Storage, Inc.
P.O. Box 2747
Dallas, Georgia 30132

The Amelia Wyatt Group, LLC
Attn: Lee Perkins Law Group
327 East Main Street
Cartersville, Georgia 30120

Taco Bell of America, Inc.
c/o Taco Bell #3779
P.O. Box 80615
Indianapolis, IN 46280

Donna N. Jones
274 Nally Road
Rydal, Georgia 30171

MWM Rentals, LLC
290 Bowen Road
White, Georgia 30184

Elizabeth C. Shadburn Irrevocable Trust
Attn: Linda S. Brooker
414 Wallis Farm Way
Marietta, Georgia 30064

Joseph T. Watters, III
P.O. Box 470
Adairsville, Georgia 30103

Richard H. Tumlin
9951 Lodestone Drive
Brentwood, TN 37027-3727

Regency Outlet, Inc.
9951 Lodestone Drive
Brentwood, TN 37027-3727

Salmon Property Investments, LLC
506 Turner McCall Blvd, SW
Rome, Georgia 30165

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

_____ To allow for a drive-thru window for the proposed Fazoli's restaurant. _____

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

How Standard #1 has / will be met:

_____ There will be no negative effect to traffic flow along adjoining streets. _____

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

How Standard #2 has / will be met:

_____ The subject property will have sufficient onsite parking. _____

Standard #3: Protective screening. _____

How Standard #3 has / will be met:

_____ No protective screening is needed. _____

Item # 9

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

How Standard #4 has / will be met:

The proposed restaurant will have normal business hours.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

The subject property shall have standard lighting for a restaurant as required under
the ordinance.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

The subject property shall access Dixie Avenue.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

The subject property is adjacent to commercial and retail uses.

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

N/A

Signed,



Applicant or Representative

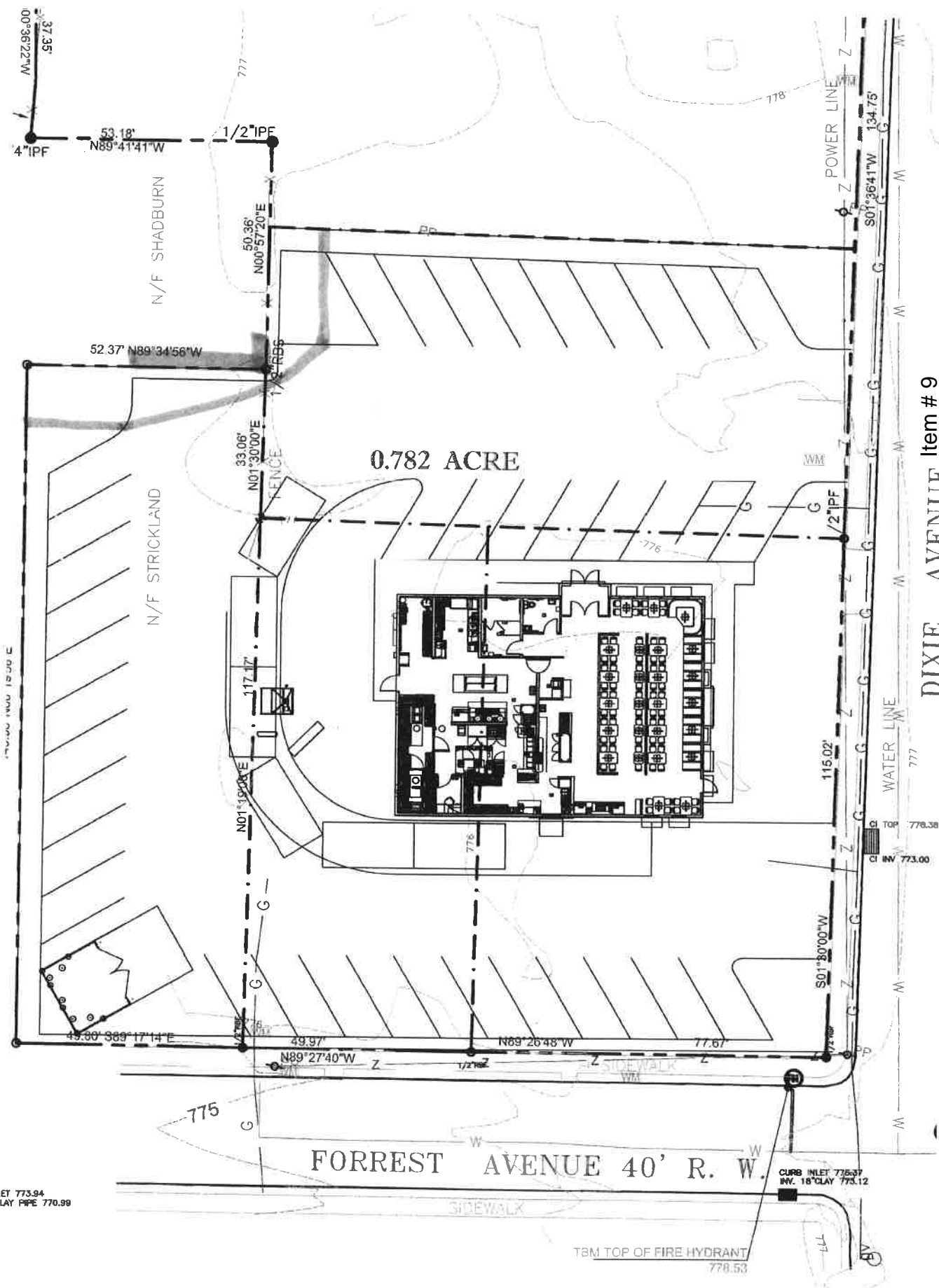
Date

9-28-18

CARTERSVILLE NEWSPAPERS

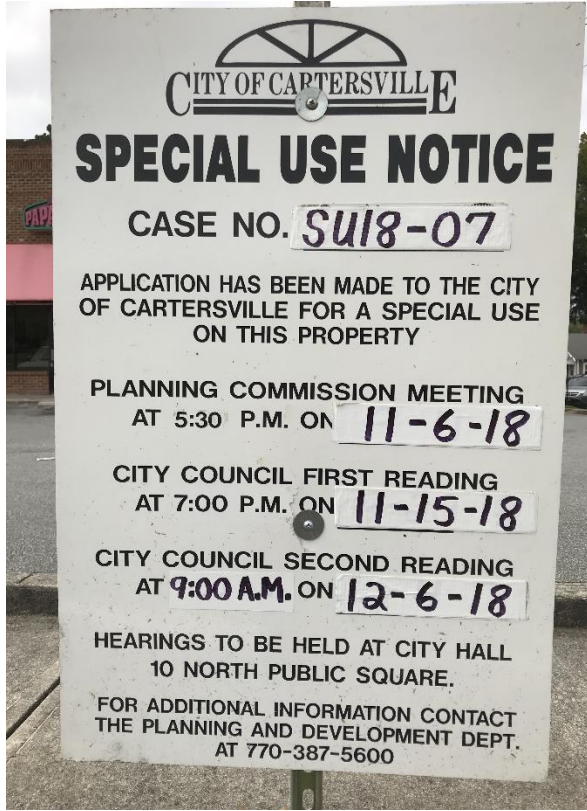
- The Daily Tribune • The Herald-Tribune • The North Bartow News

Item # 9



DIXIE AVENUE Item # 9

PUBLIC NOTICE



SITE PICS TAKEN: 10/5/18







City of Cartersville

City Council Meeting
12/6/2018 9:00:00 AM

T18-06: Brewery, Microbrewery, & Distillery Definitions. Applicant: City of Cartersville

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	The proposed text amendments to the zoning and alcohol ordinances are driven by the 2018 Visioning Session, and requests by citizens and the Downtown Development Authority. The text amendments involve ordinance changes to support changes in State law and requests for breweries, distilleries and microbreweries. Currently, there are two (2) potential projects for microbreweries in or adjacent to the DBD. Alcohol related text amendments to the zoning ordinance include updates to the Definitions, Zoning Districts and Special Use Standards sections per the attached.
City Manager's Remarks:	This text amendment involves ordinance changes to support changes in the State law and makes requests for breweries, distilleries and microbreweries. The alcohol related text amendments to the zoning ordinance does include updates to the Definitions, Zoning Districts and Special Use Standards.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 26 – ZONING, ARTICLE II. – INTERPRETATIONS AND DEFINITIONS. SECTION 2.2 – DEFINITIONS is hereby amended by adding the following definitions thereto:

1.

Sec. 2.2. - Definitions.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

2.2.2. B

Brewery. An establishment that manufactures malt beverages.

2.2.4. D

Distillery. An establishment that manufactures distilled spirits.

2.2.13. M

Microbrewery. *Microbrewery* means an establishment in which not more than 15,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term “barrel” shall be defined as set forth in O.C.G.A. § 3-5-1.

2.

The additional definitions added to Section 2-2 are to be alphabetized accordingly and included in said Section 2-2, and the remainder of said section shall be unaltered.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 26 – ZONING. ARTICLE IX. - COMMERCIAL DISTRICT REGULATIONS AND ARTICLE X. - INDUSTRIAL DISTRICT REGULATIONS are hereby amended by adding microbreweries, brewery and distillery as an allowed use as indicated below:

1.

Sec. 9-2. – M-U Multiple use district.

9.2.2. *Use regulations.* Within the M-U district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section shall be prohibited.

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

- Distillery (SU)*
- Microbreweries (SU)*

2.

Sec. 9-3. - N-C Neighborhood commercial district.

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

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

- Distillery (SU)*
- Microbreweries (SU)*

3.

Sec. 9.4. - DBD Downtown business district.

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

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

- Distillery (SU)*
- Microbreweries (SU)*

4.

Sec. 9.5. - O-C Office/commercial district.

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

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

- Distillery (SU)*
- Microbreweries (SU)*

5.

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

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

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

- Distillery (SU)*
- Microbreweries (SU)*

6.

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

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

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

- Brewery (SU if accessory tasting room is included)*
- Distillery (SU if accessory tasting room is included)*
- Microbreweries (SU)*

7.

Sec. 10.2. - H-I Heavy industrial district.

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

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

- Brewery (SU if accessory tasting room is included)*
- Distillery (SU if accessory tasting room is included)*
- Microbreweries (SU)*

8.

The additional permitted uses added to Sections 9.2, 9.3, 9.4, 9.5, 9.6, 10.1 and 10.2 are to be made a part of the permitted uses and alphabetized accordingly in each section as referenced herein. The remainder of said sections shall be unaltered.

9.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 26 – ZONING, ARTICLE XVI. – SPECIAL USES. SECTION 16.4. – MINIMUM SPECIAL USE STANDARDS is amended by adding Section 16.4.18, 16.4.19, 16.4.20 and 16.4.21 as follows:

1.

Sec. 16.4.18. Brew Pubs.

- (a) Production shall be in a wholly-enclosed building.
- (b) Production space shall be limited subject to state law.

2.

Sec. 16.4.19. Microbreweries.

Microbreweries, including accessory tasting rooms.

- (a) Production shall be in a wholly-enclosed building.
- (b) Any building or structure established in connection with such use shall be set back not less than 50 feet from any property with a residential land use.

3.

Sec. 16.4.20. Breweries.

Breweries, including accessory tasting rooms.

- (a) Production shall be in a wholly-enclosed building.
- (b) Any building or structure established in connection with such use shall be set back not less than 50 feet from any property with a residential land use.

4.

Sec. 16.4.21. Distilleries.

Distilleries, including accessory tasting rooms.

(a) Production shall be in a wholly-enclosed building.

(b) Any building or structure established in connection with such use shall be set back not less than 50 feet from any property with a residential land use.

5.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Alcohol Text Amendments**

SubCategory:	Second Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	The following 4 ordinances have been unanimously recommended by the Alcohol Control Board: First ordinance is in regards to violation fines. State law has changed and limited the fine amount to \$1,000.00 per violation. The second ordinance states the definitions for microbreweries, manufacturers, and distilleries. The third ordinance states pouring licenses may be issued to manufacturers for off premises and on premises consumption for microbreweries and distilleries. The fourth ordinance states that consumption on premises is allowed at microbreweries and distilleries. All ordinances have been reviewed by the City Attorney and are all in accordance with State law.
City Manager's Remarks:	Your approval of the alcohol text amendments is recommend.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE V. – ALCOHOL CONTROL BOARD. SECTION 4-209. - ACTION BY ALCOHOL CONTROL BOARD (c) is hereby amended by deleting said paragraph (c) in its entirety and replacing it as follows:

1.

(c) Subject to the notice, hearing and appeal rights of a licensee as provided in this chapter, if the alcohol control board determines that a violation has occurred and been adjudicated guilty or the licensee has pled guilty or no contest it is authorized to levy the following fines and penalties. The board has the right to impose additional penalties or waive any of the penalties imposed based upon the facts of the incident as presented to them.

For violations within a three-year period involving the same license, owners or location the following recommended guidelines are hereby adopted.

Offense	Fine	Probation	Suspension/ Revocation
First	Up to \$1,000.00	3 years	None
Second	Up to \$1,000.00	3 years	30 days suspension
Third	Up to \$1,000.00	3 years	Revocation; no reapplication for one year

2.

All other remaining provisions of Section 4-209 are to remain as is and made part of the permitted uses in Section 4-209.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
 SECOND READING: _____

 MATTHEW J. SANTINI, MAYOR

ATTEST: _____
 MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-1; definitions are amended by adding the definitions of Distillery, Manufacturer, and Microbrewery; and deleting the definitions of Hotel or Motel, and Restaurant in their entirety and replacing them as listed below:

1.

Sec. 4-1. – Definitions

Distillery means a facility that manufactures distilled spirits.

Manufacturer means any maker, brewer, producer, distillery, vinter, rectifier, blender, or bottler of distilled spirits or malt beverages and wine, microbrewers, or any other alcoholic beverage.

Microbrewery means an establishment in which not more than 15,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term “barrel” shall be defined as set forth in O.C.G.A. § 3-5-1.

2.

The additional definitions added to Section 4-1 are to be alphabetized accordingly and included in said Section 4-1.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of

Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 2. APPLICATION AND ISSUANCE. SECTION 4-59 POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS** is amended by adding a new paragraph E as follows:

1.

Sec. 4-59. – Pouring Licenses Limited to Certain Establishments.

- E. Pouring licenses may be issued to manufacturers for off premises and on premises consumption as follows:**
- a. Microbrewer as defined in this Chapter and Brewers shall be subject to the limitations presented in O.C.G.A. § 3-5-24.1 shall be allowed to sell for on premises and off premises consumption.**
 - b. Distillers as defined in this Chapter shall be subject to the limitations presented in O.C.G.A. § 3-4-24.2 shall be allowed to sell for on premises and off premises consumption.**

2.

All other remaining provisions of Section 4-59 are to remain as is and made part of the permitted uses in Section 4-59.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE II. - LICENSING REQUIREMENTS. DIVISION 4. PREMISES RESTRICTIONS. SECTION 4-105. – CONSUMPTION ON-PREMISES** is amended by deleting and replacing the same as listed below.

1.

Sec. 4-105. – Consumption on-premises.

It shall be unlawful for anyone to open, drink, or otherwise consume any wine or malt beverage or distilled spirits upon any premises, other than a pouring outlet or package wine outlet, wherein such beverages are sold under a license issued by the city, except as allowed for Brewer’s pursuant to O.C.G.A. § 3-5-24.1 and Distiller’s as allowed pursuant to O.C.G.A. § 3-4-24.2.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM**

Submittal of Capital Improvements Element (CIE) and Short Term Work Program (STWP) Annual Update and Corresponding Transmittal Resolution

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	<p>Cartersville adopted Impact Fees in the last quarter of 2006 and these fees became effective in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan. The update gives the impact fee receipts and expenditures for fiscal year 2018 (July 1, 2017 through June 30, 2018). We are required to hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (RC) and the Department of Community Affairs (DCA). After review from the RC and DCA, the document has to be adopted by the Council, and a copy sent to the RC (just like the Comp Plan process). At this time, the document is in "Draft" form and the final version will be distributed for review and comment prior to adoption.</p> <p>Staff recommends that Council approve this resolution to allow us to forward the update to the RC and DCA for their review.</p>
City Manager's Remarks:	<p>In accordance with the Development Impact Fee Regulations required by the State, we are required to file an annual update to our Capital Improvements Element of the Comprehensive Plan. It is recommended that you approve the resolution to allow staff to forward the update to the Northwest Georgia Regional Commission and DCA for their review.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

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

Capital Improvements Element and Short Term Work Program

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on December 6, 2018, at 9:00 A.M. in the City Council meeting room at Cartersville City Hall;

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

ADOPTED this the 6th day of December 2018.

Matthew J. Santini
Mayor, City of Cartersville, Georgia

ATTEST:

Meredith Ulmer
City Clerk

DRAFT

Capital Improvements Element 2019 Annual Update:

Financial Report & Short Term Work Program

City of Cartersville, GA
AS ADOPTED 0/0 /2019

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in October, 2006.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a short term work program (STWP)—as specified in the Compliance

Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”¹

According to DCA’s requirements,² the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 7.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

**IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA
Fiscal Year 2018**

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2018							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Admin-istration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Collected (July 1, 2017 through June 30, 2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income July 1, 2017 through June 30, 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance June 30, 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Encumbered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

Public Facility: Library								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$0.00	Delayed from 2007
Collection Materials	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00	\$0.00	
Collection Materials	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00	\$0.00	
Collection Materials	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$24,640.16	\$0.00	
Collection Materials	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00	\$0.00	
Collection Materials	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$29,393.45		
Collection Materials	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
			\$1,421,288.21		\$1,384,318.81	\$54,033.61	\$0.00	

Public Facility: Fire Protection								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$117,475.74	\$0.00	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			\$7,635,000.00		\$4,017,085.42	\$117,475.74	\$0.00	

Public Facility: Police Department								
Service Area: City-wide								
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$85,694.34	\$0.00	
			\$1,470,000.00		\$1,460,950.20	\$85,694.34	\$0.00	

Public Facility:		Parks & Recreation						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$49,433.59	\$0.00	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			\$4,110,460.06		\$4,087,460.06	\$49,433.59	\$0.00	

Public Facility:		Road Improvements						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$31,039.18	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$0.00	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			\$1,414,825.00		\$1,331,525.00	\$31,039.18	\$0.00	

**2018-2022 SHORT TERM WORK PROGRAM
CITY OF CARTERSVILLE, GA**

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Economic Development								
Continue to participate in the BCJDA and BC2JDA, equally with the County, and implement applicable components of the Economic Development Strategy, including: <ol style="list-style-type: none"> 1. Retain / Expand Existing Industries & Attract New Ones 2. Improve Tax Digest per FTE 3. Develop Industrial Property 4. Implement the Comprehensive Financing & Administrative Plan 5. Support Workforce & Community Development 	X	X	X	X	X	n/a	General Fund	Bartow-Cartersville Joint Development Authority (BCJDA), Bartow-Cartersville Second Joint Development Authority (BC2JDA) City Council, Commissioner,
Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric, BCJDA

Item # 12

Attachment number 2 \nPage 7

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Continue to monitor the status Tree City USA designation of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Community Facilities

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Automated Airport Weather System			X			\$220,000	Federal & State Grants	CMO

Public Works

Develop a long-range comprehensive transportation plan	X	X				Per MPO allotment	MPO	MPO Policy and Technical committees
--	---	---	--	--	--	-------------------	-----	-------------------------------------

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$76000 match for LMIG	SPLOST	Public Works
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Right-of-way acquisition and utility relocation)			X			\$9,000,000	2020 SPLOST	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works

Stormwater Division

MS4 Compliance	X	X	X	X	X	\$50,000/yr	General Fund, Stormwater Revenue	Stormwater Division
Railroad Ditch Improvements	X	X	X	X	X	\$100,000	General Fund, Stormwater Revenue	Stormwater Division
Cook Street Culvert Removal	X					\$235,000	SPLOST, Stormwater Revenue	Stormwater Division
Erwin-Leake Street Detention/Flood control		X	X			\$250,000	Stormwater Revenue	Stormwater Division
Downtown Flood Study				X		\$50,000	Stormwater Revenue	Stormwater Division

Fire Department

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Replace Tower Truck			X			\$1,250,000	2020 SPLOST	Fire Department
Relocation/construction of FD Station #3	X					\$3,659,978	2014 SPLOST	Fire Department

Police Department

Relocation of firing range/training center to City's Wade Rd property				X		\$2,500,000	SPLOST	Police Department
Replace police patrol units – on going	X	X	X	X	X	\$240,000/yr	Federal asset forfeiture funds	Police Department
Continue Crime Mapping-on going relative to the potential new RMS system	X	X	X	X	X	\$29,000/yr	General Fund	Police Department
Replace ALL Protective vests - ongoing	X	X	X	X		\$10,000/yr	General Fund	Police Department

Library

Collection Materials	X	X	X	X	X	\$552,438	General Fund	Library
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Parks & Recreation

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Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Purchase/Develop Northside park land & development			X	X	X	\$2,825,000	2020-SPLOST	Parks and Recreation
Replacement of Pool Pak & Boiler at Senior Aquatic Center		X				\$400,000	General Fund	Parks and Recreation
Goodyear Clubhouse Renovation			X	X		\$300,000	General Fund	Parks and Recreation
Restrooms/Pavilion @ Pine Mt. Recreation Area – West Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Restroom/Pavilion @ Leake Mounds Trailhead			X			\$150,000	General Fund/Grant	Parks and Recreation
Dellinger Park Trail Renovation	X					\$100,000	Park Bond	Parks and Recreation
Dellinger Park Perimeter Fence Replacement				X	X	\$100,000	General Fund	Parks and Recreation
Dellinger Park Tennis Courts renovation/resurfacing	X					\$350,000	General Fund/Park Bond	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a (implementation is cumulative from stated projects in STWP list)	General Fund, GDOT Grant, Park Bond	Parks and Recreation
Cartersville Sports Complex Field Lighting (F#3 & F#4)	X					\$250,000	Park Bond	Parks and Recreation
Dellinger Park Tennis Lighting (Ct.6-7, 13-14) & Basketball Ct Lighting	X					\$100,000	Park Bond	Parks and Recreation

School System

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Continue to monitor need for construction funds for a new primary school to support the Carter Grove development.	X	X	X	X	X	n/a	School Board	Cartersville School System

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
Area Lighting upgrades to LED	X	X	X	X	X	\$60,000/YR	Electric Revenue	Electric Utility
Vehicle Replacement	X	X	X	X	X	\$1,074,00	Electric Revenue	Electric Utility
Beauflor Phase 2		X				\$300,000	Electric Revenue	Electric Utility
Main St. Marketplace Distribution – Final Phase	X					\$72,000	Electric Revenue	Electric Utility
New Highland 75 Customer	X					\$100,000	Electric Revenue	Electric Utility
Electric System Study		X				\$120,000	Electric Revenue	Electric Utility
Advanced Metering Infrastructure (AMI)	X	X	X	X	X	\$120,000	Electric Revenue	Electric Utility

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
System Communication Upgrade (Reclosers)	X					\$30,000	Electric Revenue	Electric Utility
Automated System Restoration		X	X	X		\$80,000/YR	Electric Revenue	Electric Utility
Underground Cable Relocation – Cass White RD			X			\$100,000/YR	Electric Revenue	Electric Utility
Distribution System Automation		X	X			\$180,000/YR	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines to current standards	X	X	X	X	X	\$15,000/YR	Electric Revenue	Electric Utility
Main St/Center Rd. tie-line	X	X				\$235,000	Electric Revenue	Electric Utility
Tie line from substation #4 to Substation #12			X			\$78,000	Electric Revenue	Electric Utility
Tie line from Substation #5 to Substation #1	X					\$7,000	Electric Revenue	Electric Utility
Highland 75 – Feed from new Substation into Highland 75 for dual feed	X					\$255,000	Electric Revenue	Electric Utility
HPS to LED street lighting conversion	X	X	X	X	X	\$60,000/yr	Electric Revenue	Electric Utility

Gas Utilities

New Gas System Facility – 155 Old Mill Road (including fueling facilities and associated paving and structures and storage building for other City departments)	X					\$9,000,000	Gas Revenue	Gas System
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Short Term Work Program

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Cassville-White Road Widening: I-75 to Old Grassdale Road (Bartow County) - 4" HP steel relocation	X	X				\$100,000	Gas Revenue	Gas System
Williams (Transco) Delivery Point: Metering & odorizing station (delivery point) in South Bartow	X					\$3,500,000	Gas Revenue	Gas System
Williams (Transco) Main Extension: 12" HP steel extension	X					\$3,500,000	Gas Revenue	Gas System
S.R. 113/Old Alabama Rd Relocation-Pumpkinvine Creek to C.R. 699: 2", 4" & 8" relocation	X	X				\$435,000	Gas Revenue	Gas System
Toyo Tire North America/Zion Road Development Area: Great Valley Parkway to Pettit Creek - 8" HP steel extension	X	X	X	X	X	\$500,000	JDA Funds	Gas System
Rowland Springs Road P.E. Extension - 6" P.E. extension, Dean Road to McCaskey Creek Road	X					\$35,000	Gas Revenue	Gas System
Highland 75 – 6" HP steel extensions (internal)	X	X	X	X	X	\$575,000	JDA Funds	Gas System
Cassville-White Road Improvements-Bartow County Project No. 3001044	X					\$115,000	Gas Revenue w/partial County Reimbursement	Gas System
CS/1054/Douthit Ferry Rd from Old Alabama Rd to CS SR61/SR113 CSSTP-0007-00(494)		X	X			\$350,000	Gas Revenue	Gas System
GDOT Road Relocations	X					\$125,000	Gas Revenue	Gas System
District Regulating Station Renewals	X	X	X	X	X	\$125,000	Gas Revenue	Gas System

Item # 12

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Water & Sewer Department

Stabilize High Service Pump Building #2	X					\$1,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Kohl's High Pressure Pump Station					X	\$2,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
12" Water Main – Jones Mill to Pine Vista (1.5 miles)				X		\$2,250,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Crestwood S/D				X		\$1,800,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Jordan Pines			X			\$600,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Rogers Station	X					\$1,800,000	Water & Sewer Revenue, Debt	Water & Sewer Department
West Avenue Water Main Replacement	X	X				\$1,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Downtown Water Main Replacement – Phase 1	X					\$1,400,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Downtown Water Main Replacement – Phase 2	X	X				\$1,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department

Item # 12

Attachment number 2 \nPage 15

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue loop of City with 36" line from Old Mill to Mission Rd.				X		\$4,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water line – 10" replacement on Cherokee from Erwin Street to Cassville Road (~2,000 ft)			X			\$850,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Fire Hydrant Replacement Program	X	X	X	X	X	\$15,000/YR	Water & Sewer Revenue, Debt	Water & Sewer Department
Water meter change out	X	X	X	X	X	\$25,000/year	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace asbestos cement main from Zena Dr to County Meter Pit (~2,000 feet – 12")			X			\$500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X	X	X		\$33,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Rehabilitate Filters 1 – 3 & 7 at WTP	X	X				\$2,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Sewer Inflow & Infiltration Elimination Program	X	X	X	X	X	\$60,000/YR	Water & Sewer Revenue, Debt	Council, Water & Sewer Department
Mission Rd Sewer Replacement – Phase 3	X	X				\$1,500,000	Water & Sewer Revenue, Debt	Council, Water & Sewer Department

Housing

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning
Address crime concerns in selected neighborhoods – on going	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Follow up on Hotel/motel code enforcement compliance	X					n/a	General Fund	Planning
Investigate opportunities to increase housing in the downtown area	X					n/a	General Fund	City Council, Planning

Project Description	2019	20	21	22	23	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X	X				n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor		X	X			\$11,000	General Fund	City Council, Planning
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design.	X	X				variable	Grants, General Fund	DDA, City Council,
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Continue "Quiet Zone" efforts.	X	X	X	X	X	\$2,500,000	2020 SPLOST	Engineering, DDA, Council



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Agreement for Auto Museum**

SubCategory:	Contracts/Agreements
Department Name:	Planning and Development
Department Summary Recommendation:	Attached is the agreement between the City of Cartersville and Anverse, Inc. regarding the permits for the new Auto Museum. It is requested that Council approve the agreement and for any related documents to be signed.
City Manager's Remarks:	This is the same agreement that the City had in place with Anverse, Inc. for the Booth Museum and Tellus. Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between **ANVERSE, INC.**, a Georgia non-profit corporation having its principal place of business in Cartersville, Georgia (hereinafter called “the Company”), and the **CITY OF CARTERSVILLE**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter called “the City”).

WITNESSETH:

WHEREAS, the Company desires to construct an Automotive Museum at 101 Savoy Lane, Cartersville, Bartow County, Georgia (hereinafter referred to as “Automotive Museum”); and

WHEREAS, due to the economic, cultural and tourism impact the City is desirous of assisting in this project for the benefit of community; and

WHEREAS, the Company has requested that the City assist the Company in facilitating the processes of the issuance of building and land-disturbance permits, plan review, and approval and inspection, prior to and during the construction of the proposed Automotive Museum; and

WHEREAS, the City has agreed to provide such assistance to the Company.

NOW THEREFORE, for and in consideration of the mutual agreements set forth herein and the sum of Ten Dollars (\$10.00) paid in hand by the Company to the City, the parties hereto agree as follows:

Building Permits and Land-Disturbance Permits

The Company agrees to apply for single building permits for each building that will be built from the City, and the City agrees to issue such permits within thirty (30) days of each such

application; provided, however, that such permits shall state as a condition thereof that it shall become valid and effective only upon final approval by the Building Official. The building permits shall cover:

(a) all aspects of construction of the Automotive Museum, provided that such construction commences within three (3) months of the date of this Agreement;

(b) construction of all related facilities to the Automotive Museum provided that such construction commences within twelve (12) months of the completion of the Automotive Museum;

(c) a major expansion of the Automotive Museum, provided that the construction necessary thereto commences within five (5) years of the completion of the Automotive Museum.

Commencement of construction shall be defined as the beginning of site preparation and earth work. In the event that any such construction as is hereinabove described is not commenced within the time prescribed in the building permits, the City agrees to renew the original permits at no additional cost to the Company. The renewed permits shall impose no new responsibilities on the Company, except, however, that it may require the Company to comply fully with the laws and building codes as they existed as of the date of the renewal.

The City shall waive all building permit fees including land disturbance fees except for the \$40.00 per acre required to be paid to the State for soil and erosion control (The City is waiving all fees it can assess) and fire inspection (except fees of the State Fire Marshall, if any) for the original approved plans as issued. Additional fees shall be determined by the City and paid by the Company prior to the commencement of construction pursuant to items (b) and (c) as listed above.

Prior to construction, the Company shall obtain a land disturbance permit(s) which is applicable to the Automotive Museum and surrounding land. The City agrees to allow the Company to proceed with the construction of the Automotive Museum and all attendant facilities pursuant to such permit(s), and to give full recognition to such permit(s) as if it had been issued by the City or by the State of Georgia, if such is allowed by the laws of the State of Georgia. If it shall not be possible for City to give recognition to such permit(s), City shall promptly take all actions required in order to issue a separate permit(s) to allow for such construction as contemplated hereby.

Plans Review

Upon the execution of this Agreement, the Company shall provide the City, and assist in review of, drawings based on the prototype design as adapted for use in the City with respect to the following disciplines:

- (a) Architectural and structural;
- (b) Plumbing and electric power distribution;
- (c) Comfort HVAC.

None of the aforesaid drawings will be complete when initially provided; however, they will substantially represent the Company's intent regarding construction.

In addition, the Company will provide for the City's review, as they become complete, site plans and civil and foundation construction drawings.

Notwithstanding anything herein to the contrary, the City understands and agrees that all drawings other than those hereinabove referred to are process and control related and proprietary in nature, and therefore will not be made available for review by the City.

Code Compliance

The Company will construct the Automotive Museum in accordance with the prototype design, with some modifications to reflect a revised size, some changes due to differences in climate, geology, elevation for sea level, and similar variations. The City acknowledges that the prototype design and construction are fully permitted, acceptable and safe and are based on compliance with or approved variations (either formal or implied on the prototype drawings) from the current as adopted by City. The City agrees that the prototype design, if duplicated for the proposed Automotive Museum would be in total an acceptable and safe variance to the local codes of the City, and that no individual variances need therefore be sought by the Company where the Company's design is in conformity with the prototype design. The Company shall at all times adhere to the general philosophy and high quality of construction of the prototype design regardless of the changes made thereto due to location or size of the proposed Automotive Museum.

The Company covenants and agrees that, with some exceptions, all design and construction will be in conformance with either the prototype design or with the current Building Codes adopted by the City, as amended prior to the date of this Agreement, for construction, plumbing and mechanical work, and (collectively "the Local Codes").

Variances

Where substantial deviation from both the prototype design and the Local Codes is required, the City agrees to review with the Company each area of deviation and to submit for approval Company's design upon application where such requests for variations are based on sound and safe engineering practice. Where the prototype design is supplemented by the addition of new buildings or structures, the Local Codes shall govern for determination of

compliance and, if necessary, variances to those codes based on sound and safe engineering practices will be submitted for approval. Where the prototype design is modified, either within or by continuous expansion to the prototype structures, the requirements of the building code originating the prototype design shall govern for the purpose of identifying code compliance. Major variances to the Local Codes will be those set mutually agreed. The Company covenants and agrees that all drawings related to process and control and therefore not made available to the City will conform to the prototype design or to the Local Codes, and therefore would not require a variance under the terms of this Agreement.

(a) The City shall require for Water and Sewer lines, easements which are 20 feet. A permanent easement shall be conveyed to the City prior to issuance of a Certificate of Occupancy.

(b) The Company shall be responsible for providing any and all easements both temporary and permanent as needed to relocate natural gas lines; as requested and approved by the City.

(c) For any easements, Company shall leave a natural cover (consisting of grass or small ornamental bushes), being no more than 4' or less than 2' above the installed utilities or approved paving; and Company agrees that it shall be their responsibility to replace any landscaping over and above grassing or paving in the easement area which may have to be removed by the City for maintenance or repair purpose.

(d) The Company agrees and understands that it shall be responsible for all water and sewer capacity fees as assessed by the City.

(e) The Company shall be required to provide certificate of dedication and maintenance agreements and/or bonds as required by the City of Cartersville Development Regulations.

(f) The Company shall provide any additional utility easements needed by the City to serve the Facility at a mutually agreed upon locations.

Inspection

The Company, as agent of the City, and at its own expense, shall perform the building inspection functions necessary to the construction of the Automotive Museum. Company employees or agents possessing the necessary qualifications and competency shall perform such review and inspection. Upon completion of the construction of the Automotive Museum, the Company shall certify and warrant to the City that the Automotive Museum is constructed in compliance with the requirements and the Local Codes or acceptable deviations therefrom as are provided for herein, and that substantial deviations from the Local Codes are based on good engineering practices. Upon receipt of such certification, the City shall issue a Certificate of Occupancy for the Automotive Museum. The Company agrees to indemnify and hold the City harmless from any and all claims for damage to property and injury or death to persons arising from any deviation from the Local Codes or from the Company's approved plans and specifications, including detention facilities. However, the State Fire Marshall inspection shall be required and performed by them.

Assignment

In the event that the Company enters into a contract for a turnkey job with a general contractor for the construction of the Automotive Museum, the Company shall have the right to assign this Agreement and its building permits to such contractor.

Maintenance

It shall be the Company's sole duty and responsibility to maintain all utilities and service lines or other infrastructure located on their premises which serve the Automotive Museum and/or related appurtenance. The City shall not be responsible for maintenance of any infrastructure easements or utilities located on the premises which serve the Automotive Museum unless and until the said infrastructure, utilities and/or easements have been dedicated an accepted in writing by the City.

Indemnification

The Company shall indemnify and hold harmless the City of Cartersville from any and claims relating to the performance of this Agreement.

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SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ANVERSE, INC.

By: _____
President

ATTEST:

Secretary

CITY OF CARTERSVILLE, GEORGIA

By: _____
Matthew J. Santini, Mayor

ATTEST:

Meredith Ulmer, City Clerk



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Courtware Solutions, Inc. Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	<p>The City has received an updated contract from Courtware Solutions, Inc. This is the software used by the Municipal Court to process payments made from their court cases and all traffic related cases within the City. The agreement is being updated to reflect Courtware's new pricing which increases the citation fee from \$3 to \$4. The \$3 fee has not been changed since the City contracted with Courtware in 2005. The citation fee is added to the cost of each citation and is paid by the defendants. I recommend approval of the contract as presented and ask that the Mayor be authorized to sign any and all documents regarding the contract.</p>
City Manager's Remarks:	<p>This is software used by the municipal court and the police as well. The agreement is being updated to reflect Courtware's new pricing which increases the citation fee from \$3 to \$4. The fee has not been changed since 2005. The citation fee is added to the cost of each citation and is paid by the defendants. Legal has reviewed the document. Your approval of the agreement is recommended.</p>
Financial/Budget Certification:	No impact to the budget.
Legal:	The City attorney has reviewed the contract.
Associated Information:	



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
COUNTY OF: Bartow

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:
City of Cartersville

178 West Main Street, Cartersville, GA. 30120 (END USER)
(ADDRESS) (CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"): Item #

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Visual Court Management System (unlimited user license)	1	\$4.00
Visual Court Management System (NCIC - Access)	1	Included
RMS - Cloud Cop Central (unlimited user license)	1	Included
RMS - Cloud Cop Mobile (unlimited user license)	1	Included
RMS - NCIC (# user license)		
Online Payment Interface (unlimited user license)	1	Included
Probation Management System (unlimited user license)		

\$4.00 dollars per paid violation or \$ N/A minimum billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 14th day of November, to which witness our hands and seal of office.

LICENSEE
SIGNATURE : _____

CSI

SIGNATURE : _____

PRINT: _____
TITLE: _____

PRINT: Brandy S. Bray
TITLE: Account Executive

DATE: _____

DATE: 11/14/18

Item # 14



COURTWARE

Government Software Solutions

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Product and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.
- To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.
- Any modifications or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to CSI. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence _____ and shall continue to And including ONE

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by CSI at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing _____ the Client shall pay to CSI monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$4.00 per paid violation or a minimum monthly amount of \$ N/A, whichever is greater. The annual rate may increase by a percentage equal to the increase in the Consumer Price Index, as defined by the US Department of Labor. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for hereinabove or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network. Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publically available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client and

YEAR THE PREVIOUS MONTH. Client shall have the right and option to continue to receive the services of CSI as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

cannot be used by CSI's existing customer base.

Item # 14



City of Cartersville

City Council Meeting
12/6/2018 9:00:00 AM

Mauldin & Jenkins Engagement Letter to Complete the Annual MEAG Questionnaire

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	<p>The City completes an annual MEAG questionnaire and part of the questionnaire needs to be completed by the audit firm. Mauldin and Jenkins has been asked to complete the questionnaire and in return, is asking the City to approve the attached engagement letter giving Mauldin and Jenkins the go ahead to complete the questionnaire. This is the first time the City has been asked to sign an engagement letter to complete the MEAG questionnaire. I recommend the approval and ask that the Mayor be authorized to sign the engagement letter as submitted.</p>
City Manager's Remarks:	<p>The is an engagement letter authorizing Mauldin and Jenkins to complete the annual MEAG Questionnaire on behalf of the electric and finance departments. Your approval of the engagement letter is recommended.</p>
Financial/Budget Certification:	This is not a budgeted item.
Legal:	The City attorney has reviewed the document.
Associated Information:	



November 19, 2018

Honorable Mayor and Members of the
City Council
City of Cartersville, Georgia
P.O. Box 1390
Cartersville, Georgia 30120

This letter is to explain our understanding of the arrangements regarding our engagement to examine management's assertion that the City of Cartersville, Georgia complied with the requirement to prepare the Municipal Electric Authority of Georgia Questionnaire in accordance with the instructions provided by the Municipal Electric Authority of Georgia (MEAG) during the year ended June 30, 2018, in accordance with auditing standards established by the American Institute of Certified Public Accountants. We ask that you either confirm or amend this understanding.

As you know, management is responsible for (1) identifying applicable compliance requirements, (2) establishing and maintaining effective internal control over compliance with the MEAG questionnaire, (3) evaluating and monitoring the City of Cartersville, Georgia's compliance with the MEAG Questionnaire, and providing us with a written assertion thereon, (4) specifying reports that satisfy legal, regulatory or contractual requirements and (5) making all records and related information available to us. Our responsibility will be to express an opinion on management's assertion about the City of Cartersville's compliance based on our examination. At the conclusion of our engagement, we will request certain written representations from management of the City of Cartersville, Georgia about the City of Cartersville, Georgia's compliance with the MEAG questionnaire and matters related thereto.

If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the subject matter because of error or fraud which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency or other regulatory body. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our invoices will be rendered as work progresses and are payable upon presentation.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

It is agreed by the City of Cartersville, Georgia and Mauldin & Jenkins, LLC or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Cartersville, Georgia shall be asserted more than two years after the date of the last examination report issued by Mauldin & Jenkins, LLC.

This letter constitutes the complete and exclusive statement of agreement between Mauldin & Jenkins, LLC and the City of Cartersville, Georgia superseding all other communications oral or written with respect to the terms of the engagement between the parties.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

Confirmed on behalf of the addressee:

Item # 15



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Cogsdale Invoice**

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The City has received the annual maintenance invoice from Cogsdale in the amount of \$78,283.05. Cogsdale is the City's third party utility billing software and is a sole source provider. I recommend approval of the Cogsdale invoice in the amount of \$73,283.05.
City Manager's Remarks:	This is the annual maintenance invoice from Cogsdale, the City's utility billing software provider. This is a budgeted item in the amount of \$73,283.05. Your approval of the invoice is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Invoice **MN0003071**
 Date **11/15/2018**
 Page **1 of 1**

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

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

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

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

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	PROP-WM	CART100 4 Digit CC (QUO-2842): 1/1/2019 to 12/31/2019	US\$489.24	US\$489.24
1.00	PROP-CSM	CART101 CSM: 1/1/2019 to 12/31/2019	US\$33,058.74	US\$33,058.74
1.00	PROP-CUSTWB	CART102 Customer Web: 1/1/2019 to 12/31/2019	US\$7,513.41	US\$7,513.41
1.00	PROP-WM	CART103 Electric Rate Change (QUO-2992): 1/1/2019 to 12/31/2019	US\$2,542.26	US\$2,542.26
1.00	TPM-GP-CIS	CART105 Microsoft Dynamics GP Software: 1/1/2019 to 12/31/2019	US\$33,585.10	US\$33,585.10
1.00	TPM-GREENS	CART106 Greenshades: 1/1/2019 to 12/31/2019	US\$479.49	US\$479.49
1.00	PROP-CSM	CART104 CSM (500) Locations (QUO-5502): 2/1/2019 to 12/31/2019	US\$614.81	US\$614.81

Item #16

Invoice Questions? Please call Linda Ha at 613-226-5511 ext 2534 OR e-mail lha@harriscomputer.com	Subtotal	US\$78,283.05
	Misc	US\$0.00
	Tax	US\$0.00
	Freight	US\$0.00
	Trade Discount	US\$0.00
Total	US\$78,283.05	



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
WTP Filters 1-3 & 7 Rehabilitation**

SubCategory:	Bid Award/Purchases								
Department Name:	Water Dept								
Department Summary Recommendation:	<p>On January 21, 2016, Council authorized Wiedeman and Singleton Engineers (WSE) to design the Filter 1-3 & 7 Rehabilitation Project. Design was undertaken due to an inspection of Filter #2 which showed signs of underdrain failure. A similar project was completed in 2013 on Filters 4 – 6 due to an actual underdrain failure in Filter #5 which rendered the filter useless. While the design has been complete for almost a year, construction funds were not available until after the bond closing in June.</p> <p>Bids were publicly opened and read at the Water Treatment Plant (WTP) on November 14, 2018 at 2:00pm. A total of four (4) pre-qualified bidders submitted the following bids:</p> <table border="0"> <tr> <td>Heavy Constructors, Inc.</td> <td align="right">\$928,000.00</td> </tr> <tr> <td>IHC Construction Companies, LLC</td> <td align="right">\$1,004,300.00</td> </tr> <tr> <td>Willow Construction, Inc.</td> <td align="right">\$1,224,472.00</td> </tr> <tr> <td>J.S. Haren Company</td> <td align="right">Bid Withdrawn</td> </tr> </table> <p>WSE has evaluated the bids and recommends awarding to Heavy Constructors, Inc. A copy of their letter of recommendation and bid tabulation are attached. I concur with their recommendation and request authorization be granted for the Mayor to execute any and all contract documents related to the project subject to approval by the City Attorney. All bids are within the amount budgeted for the project.</p>	Heavy Constructors, Inc.	\$928,000.00	IHC Construction Companies, LLC	\$1,004,300.00	Willow Construction, Inc.	\$1,224,472.00	J.S. Haren Company	Bid Withdrawn
Heavy Constructors, Inc.	\$928,000.00								
IHC Construction Companies, LLC	\$1,004,300.00								
Willow Construction, Inc.	\$1,224,472.00								
J.S. Haren Company	Bid Withdrawn								
City Manager's Remarks:	WSE has recommended awarding the bid to Heavy Constructors, Inc. This is a budgeted project to be funded by the bond proceeds. Your approval for the Mayor to execute any and all contract documents related to the project subject to the City attorney's approval.								
Financial/Budget Certification:	This is a budgeted project funded by bond proceeds. All expenses related to the project will be paid through account 505.3310.54.1317 Rehab Sand Filters 1 3 & 7.								
Legal:									
Associated Information:									

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071PETER SNYDER
HAROLD WIEDEMAN131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

November 16, 2018

Mr. Bob Jones
Director – Cartersville Water Department
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, GA 30120Re: Water Treatment Plant Filters Rehabilitation
(Filters 1, 2, 3, & 7)
City of Cartersville, GA
W&S Project #027-16-120

Dear Mr. Jones:

Bids were received, opened, and read in public on November 14, 2018, for the WATER TREATMENT PLANT FILTERS REHABILITATION (FILTERS 1, 2, 3, & 7) for the City of Cartersville. The work consists of replacing filter underdrains and media and adding air scour equipment on filters 1, 2, 3 & 7 at the Cartersville Water Treatment Plant.

A total of four (4) bids were received from previously pre-qualified general contractors as follows:

- | | |
|---|-----------------|
| 1. Heavy Constructors, Inc. (Marietta, GA) | \$ 928,000.00 |
| 2. IHC Construction Companies, LLC (Marietta, GA) | \$ 1,004,300.00 |
| 3. Willow Construction, Inc. (Power Springs, GA) | \$ 1,224,472.00 |
| 4. J. S. Haren Company (Athens, TN) | (Bid Withdrawn) |

J. S. Haren Company made material error in their bid and withdrew their bid on November 15, 2018. A certified tabulation of the bids received is attached. As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from a surety company listed in U.S. Treasury Circular 570.

Mr. Bob Jones
November 16, 2018
Page 2

The total base bid of Heavy Constructors, Inc. of Marietta, Georgia was the lowest responsive bid in the amount of NINE HUNDRED AND TWENTY-EIGHT THOUSAND DOLLARS (\$ 928,000.00). The bid is under our opinion of cost for the project which was \$ 959,980.00 (attached).

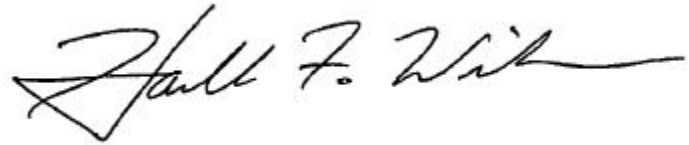
Heavy Constructors, Inc. has confirmed that Fidelity and Deposit Company of Maryland will furnish payment and performance bonds for this project. Fidelity and Deposit Company of Maryland is listed in the current version of the U.S. Department of the Treasury Circular #570, is shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. Travelers Casualty and Surety Company of America have a current A.M. Best rating of "A+". Upon receipt of performance and payment bonds, we will require that Fidelity and Deposit Company of Maryland provide a verification of bond authenticity prior to execution of the contract by the City.

We recommend award of the contract to Heavy Constructors, Inc. in the amount of \$ 928,000.00.

The bids received and opened are valid for sixty (60) days from November 14, 2018. If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

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

Harold F. Wiedeman, P. E.

Enclosure

TABULATION OF BIDS
WATER TREATMENT PLANT FILTERS REHABILITATION (1, 2, 3 &7)
FOR
THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA
BIDS RECEIVED UNTIL 2:00 PM, LOCAL TIME, NOVEMBER 14, 2018

TOTAL BASE BID

<u>Bidder</u>	<u>Total Base Bid</u>
Heavy Constructors	\$ 928,000.00
IHC Construction Companies, LLC	\$ 1,004,300.00
Willow Construction, Inc.	\$ 1,244,472.00

A detailed tabulation of bids is attached.
This is to certify that this is a true
and corrected tabulation of bids
received on the date and at the time
stated above.

WIEDEMAN AND SINGLETON, INC.



By: _____
Ahmed A. Annaim, P.E.
Georgia Registration #35562

BID TABULATION
WATER TREATMENT PLANT FILTERS REHABILITATION (FILTERS 1, 2, 3 & 7)
FOR THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA

BIDS RECEIVED UNTIL 2:00 PM, NOVEMBER 14, 2018

Contractor:			J.S. Haren Company 1175 Hwy 11 N Athens, TN, 37303	Heavy Constructors Inc. 1596 Lower Roswell Rd Marietta, GA, 30068	IHC Construction Companies LLC 2700 Delk Rd Marietta, GA, 30067	Willow Construction Inc. 3970 Flint Hill Rd Powder Springs, GA, 30127			
Notes:			(1)(2)	(1)(2)	(1)(2)	(1)(2)			
Section I - Construction of Rehabilitation of Filters 1, 2, 3 and 7: For furnishing all materials and equipment except Sections II, III, IV, V and VI and performing all labor necessary for construction of all work and appurtenances necessary for completion of work under this contract as shown on the Drawings and/or specified.									
			Base Bid	Base Bid	Base Bid	Base Bid			
			Bid Withdrawn	\$ 565,500.00	\$ 634,000.00	\$ 819,242.00			
Section II - Major Equipment: For furnishing and installing the following major items of mechanical equipment. Use the named manufacturer for the base bid amount. (See Instructions to Bidders for determination of the lowest acceptable bid.)									
Item No.	Description		Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid	
1.	Filter Underdrain and Media (01 21 13, 46 61 13, 46 61 26, & Appendix A) System Supplier: Leopold - Xylem (Base Bid)		Bid Withdrawn		\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	
Items 1 the amount of:				Bid Withdrawn	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00		
Section III - Repair Materials and Coatings: For furnishing all materials and equipment and performing all labor necessary for construction and all other work and appurtenances necessary for completion of the work under this contract as shown on the Drawings and described in the Specifications Section 07 16 16.									
Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	4	EA.	Mobilize material, equipment, and man power	Bid Withdrawn		\$ 450.00	\$ 1,800.00	\$ 450.00	\$ 1,800.00
2.	5,000	S.F.	Wall Repairs up to 3/8" thick/deep in Filters 1, 2, 3 & 7 as defined in Section 07 16 16 based on average 1,250 SF per filter and only one (1) filter down at any time (i.e. work on one filter at a time).	Bid Withdrawn		\$ 21.00	\$ 105,000.00	\$ 23.00	\$ 115,000.00
3.	100	S.F.	Wall repairs more than 3/8" thick/deep and up to 2" thick/deep	Bid Withdrawn		\$ 32.00	\$ 3,200.00	\$ 32.00	\$ 3,200.00
4.	40	L.F.	Repair Cracks: Complete, as detailed on the Drawings, including chiseling out U-shaped groove, surface preparation and installing repair material. This includes horizontal and vertical areas on both interior and exterior surfaces.	Bid Withdrawn		\$ 180.00	\$ 7,200.00	\$ 180.00	\$ 7,200.00
5.	20	L.F.	Repair Leaks Around Wall Pipe Penetrations: Complete, as detailed on the Drawings, including chiseling out square groove around the pipe, surface preparation and installing repair material.	Bid Withdrawn		\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00
SUB-TOTAL, SECTION III, Items 1 through 5, the amount of:				Bid Withdrawn	\$ 123,200.00	\$ 133,200.00	\$ 179,980.00		

Item # 17

Wiedeman and Singleton, Inc.

BID TABULATION
WATER TREATMENT PLANT FILTERS REHABILITATION (FILTERS 1, 2, 3 & 7)
FOR THE CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA

BIDS RECEIVED UNTIL 2:00 PM, NOVEMBER 14, 2018

Contractor:			J.S. Haren Company 1175 Hwy 11 N Athens, TN, 37303	Heavy Constructors Inc. 1596 Lower Roswell Rd Marietta, GA, 30068	IHC Construction Companies LLC 2700 Delk Rd Marietta, GA, 30067	Willow Construction Inc. 3970 Flint Hill Rd Powder Springs, GA, 30127			
Notes:			(1)(2)	(1)(2)	(1)(2)	(1)(2)			
Section IV - EXTRA WORK, IF ORDERED BY ENGINEER: (To cover authorized changes in scope of lump sum work in Section I.)									
Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1. Concrete Work									
A.	5	CY	Class A Concrete	Bid Withdrawn		\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00
B.	1	Ton	Reinforcing Steel	Bid Withdrawn		\$ 1,500.00	\$ 1,500.00	\$ 1,220.00	\$ 1,220.00
C.	50	SF	Contact Forms	Bid Withdrawn		\$ 10.00	\$ 500.00	\$ 4.00	\$ 200.00
D.	10	CY	General Excavation	Bid Withdrawn		\$ 40.00	\$ 400.00	\$ 8.00	\$ 80.00
2. Stainless Steel Pipe and Fittings (Furnished and Installed)									
	500	lbs		Bid Withdrawn		\$ 9.00	\$ 4,500.00	\$ 8.00	\$ 4,000.00
3. Crushed Stone Stabilization (Including Excavation and Disposal of Unsuitable Material)									
	10	Ton		Bid Withdrawn		\$ 50.00	\$ 500.00	\$ 20.00	\$ 200.00
4. Remove and Replace Plant Mix Paving									
	100	SF		Bid Withdrawn		\$ 9.00	\$ 900.00	\$ 4.00	\$ 400.00
SUB-TOTAL, SECTION IV, Items 1 through 4, the amount of:					Bid Withdrawn		\$ 9,300.00		\$ 7,100.00
Section V- Cash Allowances: This section is for Cash Allowances as detailed on the drawings and as specified (see Section 01 21 13 - Cash Allowances).									
Item No.	Description								
1	Contingency: to cover Owner authorized changes in the scope of the work.			Bid Withdrawn		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
SUB-TOTAL, SECTION V, the lump sum amount of:					Bid Withdrawn		\$ 50,000.00		\$ 50,000.00
TOTAL BASE BID, SECTIONS I, II, III, IV, and V inclusive, the amount of:					Bid Withdrawn		\$ 928,000.00		\$ 1,004,300.00
Notes:									
(1) Bidder submitted bid bond for 10% of Amount Bid.									
(2) Bidder acknowledged receipt of Addenda No. 1 and Addenda No. 2.									
** Indicates the amount shown has been corrected due to a mathematical error.									

**CARTERSVILLE WTP
FILTERS 1, 2, 3, & 7 REHAB - OPINION OF COST
CITY OF CARTERSVILLE
CARTERSVILLE,GA**

UPDATED - 9/19/2018

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL ITEM COST
<u>DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS:</u>					
1	MOBILIZATION, BONDS, INSURANCE AND PERMITTING	LS	1	\$ 80,000.00	\$ 80,000.00
				Sub-Total	\$ 80,000.00
<u>DIVISION 01 - GENERAL REQUIREMENTS</u>					
1.1	Contractor Administration Costs	LS	1	\$ 25,000.00	\$ 25,000.00
1.2	Contractor Site Overhead	EA	12	\$ 5,000.00	\$ 60,000.00
				Sub-Total	\$ 85,000.00
<u>DIVISION 02 - EXISTING CONDITIONS</u>					
2.1	Mechanical Demolition	LS	1	\$ 20,000.00	\$ 20,000.00
2.2	Structural Demolition	LS	1	\$ 30,000.00	\$ 30,000.00
				Sub-Total	\$ 50,000.00
<u>DIVISION 03 - CONCRETE</u>					
3.1	Concrete Slabs	CY	110	\$ 1,250.00	\$ 137,500.00
3.2	Grout	CY	25	\$ 900.00	\$ 22,500.00
3.3	Concrete Coating Filter Walls	EA	4	\$ 32,208.00	\$ 128,832.00
3.4	Concrete Repairs in Pipe Gallery	LS	1	\$ 25,000.00	\$ 25,000.00
				Sub-Total	\$ 313,832.00
<u>DIVISION 04 - MASONRY</u>					
4.1				\$	-
				Sub-Total	\$ -
<u>DIVISION 05 - METALS</u>					
3.1	Miscellaneous Metals	LS	1	\$ 10,000.00	\$ 10,000.00
				Sub-Total	\$ 10,000.00
<u>DIVISION 07 - THERMAL & MOISTURE PROTECTION</u>					
7.1				\$	-
				Sub-Total	\$ -
<u>DIVISION 08 - OPENINGS</u>					
8.1				\$	-
				Sub-Total	\$ -
<u>DIVISION 09 - FINISHES & PAINTING</u>					
9.1	Painting	LS	1	\$ 10,000.00	\$ 10,000.00
				Sub-Total	\$ 10,000.00
<u>DIVISION 10 - SPECIALTIES</u>					
10.1				\$	-
				Sub-Total	\$ -
<u>DIVISION 22 - PLUMBING</u>					
22.1	Misc. Plumbing Equipement Piping	LS	1	\$ 10,000.00	\$ 10,000.00
				Sub-Total	\$ 10,000.00
<u>DIVISION 23 - HVAC</u>					
23.1				\$	-
				Sub-Total	\$ -
<u>DIVISION 26 - ELECTRICAL & Instrumentation</u>					
26.1				\$	-
26.2				\$	-
				Sub-Total	\$ -
<u>DIVISION 31 - EARTHWORK</u>					
31.1				\$	-
31.2				\$	-
				Sub-Total	\$ -

CARTERSVILLE WTP
 FILTERS 1, 2, 3, & 7 REHAB - OPINION OF COST
 CITY OF CARTERSVILLE
 CARTERSVILLE,GA

UPDATED - 9/19/2018

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL ITEM COST
<u>DIVISION 32 - EXTERIOR IMPROVEMENTS</u>					
32.1				\$ -	\$ -
32.2				\$ -	\$ -
				Sub-Total	\$ -
<u>DIVISION 33 - UTILITIES</u>					
33.1				\$ -	\$ -
				Sub-Total	\$ -
<u>DIVISION 40 - PROCESS INTERCONNECTIONS</u>					
40.1				\$ -	\$ -
40.2				\$ -	\$ -
40.10				\$ -	\$ -
				Sub-Total	\$ -
<u>DIVISION 46 - WATER & WASTEWATER EQUIPMENT</u>					
46.1	Filter Equipment & Media (per Quote from Leopold)	LS	1	\$ 163,400.00	\$ 163,400.00
46.2	Equipment Tax (7%)	LS	1	\$ 13,072.00	\$ 13,072.00
46.3	Installation cost of equipment (20%)	LS	1	\$ 32,680.00	\$ 32,680.00
				Sub-Total	\$ 209,152.00
SUB-TOTAL ESTIMATED COST					\$ 767,984.00
<u>CONTINGENCY:</u>					
1	General Contractor OH & Profit	LS	15%	\$ 115,197.60	\$ 115,197.60
2	Contingency	LS	10%	\$ 76,798.40	\$ 76,798.40
				Sub-Total	\$ 191,996.00
TOTAL ESTIMATED COST					\$ 959,980.00



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Everbridge - Mass Notification System**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Recommend renewal of annual Everbridge contract for \$6,825.00.
City Manager's Remarks:	This is the mass communication/notification system we use to alert citizens and provide updates with. This is a budgeted item. Your approval of this renewal for \$6,825.00 is recommended.
Financial/Budget Certification:	Budgeted item.
Legal:	
Associated Information:	



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Rebecca Bohlander
City of Cartersville
1 N Erwin St
Cartersville GA 30120-3121
United States
Ph: 770-387-5612
Fax:
Email: rbohlander@cityofcartersville.org

Quote #: Q-21425
Date: 11/1/2018
Expires On: 1/28/2019
Confidential

Salesperson: David Gonzalez
Phone: 781-859-4041
Email: david.gonzalez@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	1/29/2019
Contract End Date:	1/28/2020

Contact Summary:

Household Count:	9,166
Employee Count:	

Qty	Description	Price
1	Mass Notification Base	USD 6,825.00

Pricing Summary:

Year One Fees:	USD 6,825.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 6,825.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Trail Mix - Park Trails**

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>One of the last remaining GO Bond Projects will be renovation of the Dellinger Park Trail (Vita Course). Over the last 38 years, there have been 4 aggregates used for the trail surface; 1) washed cinders increased to over \$25.00/ton, 2) 89 stone, maintenance issues, 3) screened 810, product washes away easily, 4) Rockmart Slate trail mix which withstood 5" of rain on November 12th with no wash areas or floating away.</p> <p>Rockmart Slate Company is providing a quote of \$14.00 per ton F.O.B., through December 31, 2018 and we request authorization to order an amount not to exceed 650-tons or \$9,100.00. This cost will be split between GO Bond fund and park maintenance budget.</p> <p>This trail mix product will enhance all CPRD aggregate trails (Dellinger Park, Sports Complex and Leake Mounds Interpretive Trail) and we will spread approximately 550-600 tons. CPRD will haul the product using Public Works tandem dump trucks.</p> <p>Rockmart Slate Company provided a price per ton for the next 2 years, for the purpose of maintaining the trails. The 2-year quote from January 2019 – December 2020 is \$19.00 per ton.</p>
City Manager's Remarks:	This is a budgeted item to be paid from maintenance as well as the GO Bond. Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

QUOTE

Rockmart Slate Corp.
P.O. Box 127
Rockmart, GA. 30153
770-684-6583
Fax# 770-684-1483

TO: City of Cartersville GA.

DATE: November 12th. 2018

ATTN: Greg Anderson

FROM: Sandy @ Rockmart Slate Corp.

SUBJECT: Slatescape Trail Mix Agreement

COMMENTS: 2018 Price \$14.00 per ton FOB Rockmart GA on any order placed in 2018

Rockmart Slate will extend Until January31st. 2019 For pick up

Pricing: January 2019 thru December of 2020 \$19.00 / ton FOB Rockmart Ga

Bid 18-10

Dellinger Park Trail Aggregate (Rockmart Slate)

Dellinger Park Trail 2.25 miles

Sports Complex 1

Leake Mounds Trail .75

1" layer thickness x 9' wide

5,280' x 4.0 Miles=21,120 linear ft.

1" trail mix covers 300-sq. ft. = 33.34-linear ft. per ton @ 9' wide

21,120 divided by 33.34-linear ft. per 1-ton= 633.34tons



Rockmart Slate Corp.



Rockmart Slate Corporation
480 S. Marble, Rockmart, Ga.
770-684-6583
www.rockmartslate.com

Year End Trail Mix Sale

October Thru December

**TRAIL
MIX**



\$14.00 PER TON

(F.O.B. ROCKMART)

ADA COMPLIANT

SAVE 35%

Applications

- Trails
- Walking/bike path
- Portable classroom walkway
- Warning tracks
- Parking pads
- Concession areas

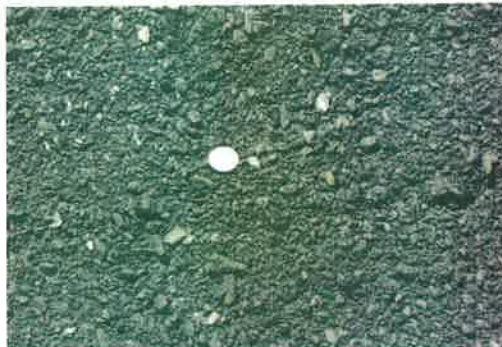
Benefits

- Provides necessary density for compaction while maintaining superior porosity
- Environmentally friendly, actually improves quality of water passing through
- Unique 5/8" minus gradation packs very smooth

Ideal for Parking Lots



Compacts Easily and Smoothly



Great for Walking / Biking Trails



Call Us Today at 770-684-6583

Item # 19



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Bid 18-005 - Sports Lighting Fields and Courts**

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>Bids were legally advertised and received for Bid 18-005, Sports Lighting Fields and Courts. This is one of the last GO Bond projects and includes lighting of Dellinger Park Tennis Courts, 6-7 and 13-14, lighting of Dellinger Park Outdoor Basketball Courts and lighting of athletic fields (#3 & #4) for the Cartersville Sports Complex.</p> <p>We recommend the low bid in the amount of \$462,023.00 from West Georgia Lighting and that Mayor Santini be authorized to sign any and all related bid documents. All required documentation was received as part of bid package.</p> <p>The recommended bid is approximately \$87,023.00 over the revised GO Bond project list for sports lighting discussed at Cartersville City Council meeting on June 21, 2018.</p>
City Manager's Remarks:	Your approval of the bid from West Georgia Lighting and for the Mayor to sign any and all related documents is recommended for approval.
Financial/Budget Certification:	This is a budgeted item to be paid from GO Park Bond proceeds.
Legal:	
Associated Information:	

SPORTS LIGHTING
FIELDS AND COURTS
BID #18-005
PROPOSAL FORM

TO: Sports Lighting Bid #18-005
 Cartersville Parks & Recreation Department
 P O Box 1390
 Cartersville GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PROJECT SPECIFICATION AND WORK SCOPE SUBJECT TO THE CONDITIONS THEREOF; I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE ATHLETIC FIELDS AND COURTS SPORT LIGHTING - CARTERSVILLE SPORTS COMPLEX, FIELDS #2 AND/OR FIELD #3 AND/OR FIELD #4 AND/OR DELLINGER PARK TENNIS COURTS 6-7 AND/OR TENNIS COURTS 13-14 AND OR BASKETBALL COURTS 1-2, FOR MONETARY CONSIDERATIONS:

- A. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for one – (1), 200' field (Field #2) located at Cartersville Sports Complex. Field #2 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 87,904.⁰⁰

- B. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for one – (1), 300' field (Field #3) located at Cartersville Sports Complex. Field #3 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 159,195.⁰⁰

- C. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for one – (1), 300' field (Field #4) located at Cartersville Sports Complex. Field #4 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 159,195.⁰⁰

200-1

Proposal Form, continued

- D. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for two – (2), tennis courts (Courts #6-7), located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.

Base Bid \$ 57,402.⁰⁰

- E. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for two – (2), tennis courts (Courts #13-14), located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.

Base Bid \$ 40,119.⁰⁰

- F. Lump Sum Bid Price for Work Scope items, Basketball Court Sports Lighting for two – (2), basketball courts (Courts #1-2), located at Dellinger Park. Basketball Courts will have 30-Foot-Candles maintained lighting. EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.

Base Bid \$ 46,112.⁰⁰

- G. Additional one-time cost for 25-Year Life Cycle Operating Cost Total which includes. Contractor maintained light system for newly installed athletic fields, only, to insure that minimum maintained foot-candles are kept; includes system monitoring, fixture replacement all by Lighting contractor.

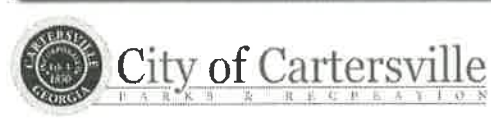
Additional Per Field \$ See Attachments

Acknowledgement the receipt of Addendum(s) numbered 1 through 5. Initials JS

BIDDER: West Georgia Lighting, Inc. BY: Toby Shadix
 TITLE: President SIGNATURE: _____
 ADDRESS: P.O. Box 1026 Villa Rica, Ga. 30180
 PHONE NUMBER: 770-459-6266 EMAIL: wglighting@msn.com

200-2
SECTION 200 – BID PROPOSAL

BID BOND





10-Year Warranty

Project Details

Project Name: Cartersville Sports Complex Relight Project Number: 172370
 Owner: City of Cartersville City: Cartersville State: GA
 Date Issued: Date of Shipment

Equipment

Musco warrants your lighting system (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of ten years starting from the date of shipment.

Two Years Labor — Musco agrees to provide labor and materials for a period of two years to replace defective parts or repair defects in workmanship or, at its election, to pay the reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement materials will be provided at no charge. Labor costs will be the owner's expense.

Lamps

Lamps are warranted not to fail for two years from the date of shipment. Lamps which fail during the first year of the warranty period will be replaced and installed at no cost to the owner. Lamps which fail during the second year of the warranty period will be replaced by the manufacturer, but installation will be the owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

Alignment

Musco warrants accurate alignment of the luminaires on the luminaire assembly for a period of ten years starting from the date of shipment.

Limitations

The following are not covered by this warranty:

- Fuses
- Weather condition events such as lightning or hail damage
- Improper installation, vandalism or abuse
- Unauthorized repairs or alterations

Repair and/or replacement are the complete warranty and constitute the exclusive remedy.



10-Year Warranty

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® and any additional Musco manufactured product.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Maintenance service specialists shall be available during normal working hours, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** Musco will utilize information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's authorized servicers during diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service. You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure.
4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. **LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first **twelve (12) months** of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** The Contract shall be interpreted and enforced according to the laws of the project location.
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales

Item # 20

Addendum 3

18-005 – Sports Lighting Fields and Courts

November 1, 2018

**SAVE AFFIDAVIT VERIFYING STATUS FOR
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Toby Shadix

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

West Georgia Lighting, Inc.

[Name of business, corporation, partnership]

1) X I am a United States citizen

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



[Signature] 11/26/18
Signature of Applicant: Date
Toby Shadix 11/26/18
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

9th DAY OF NOV., 2018
Lindsay Fuller
Notary Public
My Commission Expires:

* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

**E-VERIFY
CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

173980
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

11/26/18
Date

West Georgia Lighting, Inc.
Contractor/Entity Name

President
Title of Authorized Officer or Agent of Contractor

P.O. Box 1026 Villa Rica, Ga. 30180
Contractor Address

Toby Shady
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
26 DAY OF Nov., 2018
Lindsay Fuller
Notary Public
My Commission Expires: 4/18/2021



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Bid Bond No: PENWGL-14

(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

 West Georgia Lighting, Design, & Service, Inc. _____ of the
 City of Villa Rica _____ State of Georgia _____ and County of Carroll _____
 as Principal and Pennsylvania National Mutual Casualty Insurance Company _____
 as Surety, are hereby held and firmly bound unto the CITY OF CARTERSVILLE, GEORGIA as
 Owner in the penal sum of Thirty Thousand Dollars and No/100***** Dollars (\$ 30,000.00***
 _____) for the payment of which, well and truly to be made, we hereby jointly and
 severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 26th day of November, 2018.

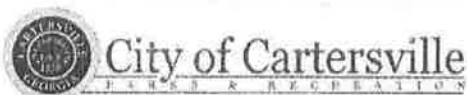
The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF CARTERSVILLE, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

SPORTS LIGHTING FIELDS AND COURTS
CITY OF CARTERSVILLE
BID #18-005

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed in accordance with said bid*) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

200-3




BID BOND

(Continued)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Witness As To Principal
Causye Williams




Witness As To Surety Rena C. Moss

West Georgia Lighting, Design & Services, Inc.
Principal
By  _____
SEAL


Pennsylvania National Mutual Casualty Insurance Company
Surety

PO Box 2361, Harrisburg, PA 17105-2361
Address

By  _____ SEAL
Attorney-in-Fact Robert M. Hrehor

200-4

SAVE AFFIDAVIT VERIFYING STATUS FOR

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint **Robert M. Hrehor**, of **Lilburn, GA** its true and lawful Attorney-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TEN MILLION DOLLARS ----- (\$10,000,000.00).

Bond Number: Bid Bond
Principal: West Georgia Lighting, Design & Service, Inc.
Obligee: City of Cartersville

ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON OCTOBER 31, 2020, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on November 1, 2016.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On November 1, 2016, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2020
Member, Pennsylvania Association of Notaries


Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on November 26, 2018.


Vice President - Surety



SPORTS LIGHTING
FIELDS AND COURTS
BID #18-005
PROPOSAL FORM

TO: Sports Lighting Bid #18-005
 Cartersville Parks & Recreation Department
 P O Box 1390
 Cartersville GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PROJECT SPECIFICATION AND WORK SCOPE SUBJECT TO THE CONDITIONS THEREOF; I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE ATHLETIC FIELDS AND COURTS SPORT LIGHTING - CARTERSVILLE SPORTS COMPLEX, FIELDS #2 AND/OR FIELD #3 AND/OR FIELD #4 AND/OR DELLINGER PARK TENNIS COURTS 6-7 AND/OR TENNIS COURTS 13-14 AND OR BASKETBALL COURTS 1-2, FOR MONETARY CONSIDERATIONS:

- A. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 200' field (Field #2)** located at Cartersville Sports Complex. Field #2 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 89,349⁰⁰

- B. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 300' field (Field #3)** located at Cartersville Sports Complex. Field #3 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 167,382⁰⁰

- C. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 300' field (Field #4)** located at Cartersville Sports Complex. Field #4 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 165,670⁰⁰

200-1

Proposal Form, continued

- D. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for two – (2), tennis courts (Courts #6-7), located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.

Base Bid \$ 64,982⁰⁰

- E. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for two – (2), tennis courts (Courts #13-14), located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.

Base Bid \$ 47,620⁰⁰

- F. Lump Sum Bid Price for Work Scope items, Basketball Court Sports Lighting for two – (2), basketball courts (Courts #1-2), located at Dellinger Park. Basketball Courts will have 30-Foot-Candles maintained lighting. EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.

Base Bid \$ 52,376⁰⁰

- G. Additional one-time cost for 25-Year Life Cycle Operating Cost Total which includes. Contractor maintained light system for newly installed athletic fields, only, to insure that minimum maintained foot-candles are kept; includes system monitoring, fixture replacement all by Lighting contractor.

Additional Per Field \$ N/A

Acknowledgement the receipt of Addendum(s) numbered 1 through 5. Initials JTQ

BIDDER: North Cobb Electrical Services INC BY: James T Quigley

TITLE: President SIGNATURE: JTQ

ADDRESS: 3230 Moon Station Rd, A Kennesaw, GA 30144

PHONE NUMBER: 770-427-1100 EMAIL: Kenny@NCobbElectrical.com

200-2

SECTION 200 – BID PROPOSAL

BID BOND

SPORTS LIGHTING
FIELDS AND COURTS
BID #18-005
PROPOSAL FORM

TO: Sports Lighting Bid #18-005
 Cartersville Parks & Recreation Department
 P O Box 1390
 Cartersville GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PROJECT SPECIFICATION AND WORK SCOPE SUBJECT TO THE CONDITIONS THEREOF; I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE ATHLETIC FIELDS AND COURTS SPORT LIGHTING - CARTERSVILLE SPORTS COMPLEX, FIELDS #2 AND/OR FIELD #3 AND/OR FIELD #4 AND/OR DELLINGER PARK TENNIS COURTS 6-7 AND/OR TENNIS COURTS 13-14 AND OR BASKETBALL COURTS 1-2, FOR MONETARY CONSIDERATIONS:

- A. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 200' field (Field #2)** located at Cartersville Sports Complex. Field #2 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 104,901.00

- B. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 300' field (Field #3)** located at Cartersville Sports Complex. Field #3 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 180,810.00

- C. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 300' field (Field #4)** located at Cartersville Sports Complex. Field #4 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 180,810.00

- D. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for **two – (2), tennis courts (Courts #6-7)**, located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 71,075.00

- E. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for **two – (2), tennis courts (Courts #13-14)**, located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 47,645.00

- F. Lump Sum Bid Price for Work Scope items, Basketball Court Sports Lighting for **two – (2), basketball courts (Courts #1-2)**, located at Dellinger Park. Basketball Courts will have 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ 51,498.00

- G. Additional one-time cost for 25-Year Life Cycle Operating Cost Total which includes. Contractor maintained light system for newly installed athletic fields, only, to insure that minimum maintained foot-candles are kept; includes system monitoring, fixture replacement all by Lighting contractor.

Additional Per Field \$ 65,774.25

Acknowledgement the receipt of Addendum(s) numbered . . . through . . . Initials

BIDDER: Mark Daugherty BY: S. Electrical Contractors

TITLE: President SIGNATURE: 

ADDRESS: 1011 14th St. Phenix City, Alabama

PHONE NUMBER: 334-214-0074 EMAIL: Mark_Daugherty@hotmail.com

Bid Tally
 18-005
 Sports Lighting Fields & Courts

Bidder-Company CSC - F#3 CSC - F#4 Bid Dell. Tennis 6- Dell. Tennis Cts. Dell. BB Bid - Total For Bids - CSC - F#2 Bid -
 Bid - B - C 7 Bid - D 13-14 Bid - E F B,C,D,E,F A

S. Electrical Contractors, Inc. Phenix City AL	\$180,810.00	\$180,810.00	\$71,075.00	\$47,645.00	\$51,498.00	\$531,838.00	\$104,901.00
West Georgia Lighting , Inc. Villa Rica, GA	\$159,195.00	\$159,195.00	\$57,402.00	\$40,119.00	\$46,112.00	\$462,023.00	\$87,904.00
North GA Electrical Services Kennesaw GA	\$167,382.00	\$165,670.00	\$64,982.00	\$47,620.00	\$52,376.00	\$498,030.00	\$89,349.00

25-yr Wty, per F Addendums Design- Insurance E-Verify Bond
 - Bid - G Engineering

\$65,774.25	Yes	Yes	Yes	Yes	Yes
Attachment	Yes	Yes	Yes	Yes	Yes
NA	Yes	Yes	Yes	Yes	Yes

City of Cartersville Georgia

Sports Lighting Fields & Courts Bid #18-005

October 2018

SPORTS LIGHTING FIELDS AND COURTS BID #18-005

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SPORTS LIGHTING FIELDS AND COURTS BID #18-005

REQUEST FOR BIDS

The City of Cartersville, Georgia invites your company to submit a bid on this Bid Package, titled: **SPORTS LIGHTING FIELDS AND COURTS BID #18-005**, as defined hereinafter.

All terms and provisions listed in the enclosed: “TABLE OF CONTENTS”, “REQUEST FOR BIDS”, “INSTRUCTIONS TO BIDDERS”, “PROJECT SPECIFICATIONS”, “WORK SCOPE” AND “PROPOSAL FORM” are integral parts of the Bid Package.

The City of Cartersville reserves the right to waive informalities in any Bid, to reject any or all Bids in whole or in part, to readvertise, to negotiate particular segments of any or all bids and to take any action that it feels is in its best interest.

The proposal price will include equipment, material and installation for sports lighting for up to 3-athletic fields (2 – 300’-baseball fields, 1 – 200’ softball field), 4-tennis courts and 2-outdoor basketball courts with equipment, design charges, freight charges, warranties, 3-dimensional drawings, list of all included components/hardware specifically designed for sports lighting and installation of all lighting systems. By manufacturer’s specifications baseball/softball fields lighting systems must maintain thirty – (30) foot-candles and fifty – (50) foot-candles in the infield; By manufacturer’s specifications lighting system must maintain fifty- (50) foot-candles for tennis courts. By manufacturer’s specifications lighting system must maintain thirty - (30) foot-candles for basketball courts.

Dellinger Park; 100 Pine Grove Road; Cartersville GA 30120 is venue for tennis and basketball. Cartersville Sports Complex; 11 Sugar Valley Road; Cartersville GA 30120 is venue for baseball/softball fields

INSTRUCTIONS TO BIDDERS

1. To be considered, bids must be in possession of City of Cartersville prior to the time of Bid Closing. Bids may be mailed or delivered to the office of Greg Anderson, Director of Parks & Recreation, PO Box 1390, 100 Pine Grove Rd., Cartersville GA 30120-1390, in a sealed envelope clearly marked as Bid 18-004 and also marked with the time and date of Bid Closing. Regardless of the method the Bidder uses to deliver the bid, each Bidder shall be responsible for the bid being delivered on time; as the City of Cartersville assumes no responsibility for the same. Bid offered or received after the time set for Bid Closing will not be considered.
2. No Bid may be withdrawn for a period of 60 days from the Bid Closing Date.
3. Bidders are recommended to view proposed lighting locations. Contact, Greg Anderson, to set up time to view sites.

Pre-bid meeting 2:00pm, Thursday November 1, 2018, at Dellinger Park Office

Instructions to Bidders, continued;

4. All Bids are to be submitted on the “Proposal Form” provided in this Bid Package, and signed by an authorized representative of the company placing the Bid.
5. City of Cartersville is exempt from Federal, State, and Local Taxes. Taxes incurred by bidder/contractor during this project shall be to the account of bidder/contractor.
6. Bidder/contractor shall not order any material or begin any work activity until such time as a “Purchase Order” and “Notice to Proceed” has been issued by City of Cartersville.
7. Equal Employment Opportunity - In regards, execution of Work Scope for this Bid Package, Bidder/Contractor shall not discriminate against any employee or job applicant because of race, color, religion, sex, national origin, age, or physical handicap.
8. Contractor must furnish Certificate of Liability Insurance and Certificate for Workman’s Compensation Plan.
9. Immigration Reform Compliance Requirement – during the entire duration of this bid and lighting systems installation all parties shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1, as amended.
10. Bid Bond must be provided at bid opening. Bid Bond security payable to the City of Cartersville in the amount of 5% of bidder’s maximum bid price, in the form of a bid bond or a certified or cashier’s check for 5% of bidder’s maximum bid price
11. Successful bidder must provide a Performance and Payment Bond in the amount of 100% of the contract amount, including any subsequent increases. Bonds and signed contract are required to be submitted to Cartersville Parks and Recreation Department within 2-weeks after notification of Bid award. The City shall approve the form and solvency of the surety. During the course of the project the City may require strengthening of the bond as may become necessary subject to O.C.G.A. 36-91-40, et seq.
12. Additional information on this Bid Package, contact: Greg Anderson, by email ganderson@cityofcartersville.org. Telephone Number 770.607.6173
13. Questions regarding bid project, must be submitted by email, **only** to ganderson@cityofcartersville.org prior to 2:00pm November 8, 2018. Questions will be addressed and posted by addendum(s) on city web site www.cityofcartersville.org/bids.aspx
14. Pre-Bid meeting 2:00pm, Thursday November 1, 2018 at Dellinger Park Main Office; 100 Pine Grove Rd.; Cartersville GA 30120

BID CLOSING TIME

Bid Closing time, 2:00 p.m. Monday November 26, 2018.

Instructions to Bidders, continued;**Checklist for Complete Bid (incomplete bids will not be considered)**

1. Completed proposal form, including signature
2. Acknowledgement of any/all posted addendum(s). See proposal form
3. Completed reference lists, include all contact information
4. Engineer design and list of equipment/material/components for each lighting system
5. Manufacturer's specifications lighting equipment/material/components for each lighting system
6. Manufacturer's product "Certificate of Liability Insurance"
7. Bidder's SAVE Affidavit - document – completed, signed, notarized
8. Bidder's – Contractor/Vendor Affidavit and Agreement – completed, signed, notarized
9. Subcontractor Affidavit (if applicable) – completed, signed, notarized
10. Contractor/Installer's – Certificate of Workers Compensation Insurance and Liability Insurance
11. Bid Bond security payable to the City of Cartersville in the amount of 5% of bidder's maximum price and in the form of a bid bond or a certified or cashier's check.

Signed Contract (Addendum 1), along with Performance and Payment bonds payable to the City of Cartersville in the amount of 100% of bidder's maximum price. This will be required of successful bidder chosen by Cartersville City Council. Bonds and contract must be signed and delivered to Cartersville Parks and Recreation **within 2-weeks** after notification of pending award of bid and bid amount.

Important Dates for Bid 18-005 Sports Lighting Fields and Courts

Bids Posted/Advertised	On or Before Friday October 19, 2018
Pre-Bid Meeting	2:00pm, Thursday November 1, 2018
Email Questions	Before 2:00pm, Thursday November 8, 2018
Bids Due	Before 2:00pm, Monday November 26, 2018
Anticipated City Council Approval	Thursday December 6, 2018
Notification of City Council Decision	Friday December 7, 2018
Return of Performance/Payment Bonds & Signed/Attested Contract	Before December 21, 2018
Bonds approved by City Attorney	ASAP
Complete Executed Agreement, Purchase Order & Notice To Proceed	After all contract/bonds received/signed/notarized

SPORTS LIGHTING
FIELDS AND COURTS
BID #18-005

PROJECT SPECIFICATIONS

PURPOSE

Project Specifications and Technical Provision is to provide sports lighting design and sports lighting equipment that meets or exceeds sports lighting recommendations and safety requirements for recreational baseball/softball/tennis/outdoor basketball.

DEFINITION

For all purposes and requirements of this document, the words “provide” and “provided” shall be defined as the requirement to furnish a service, or to furnish a product system, and/or facility in its entirety.

ATHLETIC FIELDS

- A. Cartersville Sports Complex – Field #2 (200’)
 Field #3 (300’)
 Field #4 (300’)

B. LIGHTING PERFORMANCE

1. Criteria

- a) The manufacturer shall provide computer-generated point-by-point analysis that meets the specifications that follow.
- b) The manufacturer shall also supply written guarantees that the lighting equipment and design meet or exceed these specifications.
- c) Final designs must be approved by Cartersville Electric System and the Parks & Recreation Department before bid will be recommended to City Council. Recreation Director and Contractor will check lighting systems after installation to determine that the installed system complies with the plans and meets or exceeds the minimum lighting standards for safe play.
- d) Lighting System fixtures for athletic fields shall use 1500-Watt Metal Halide Lamps
- e) Each Lighting System pole must be grounded individually from top of pole to grounding rod.

2. Playability

a) Initial Light Levels

The average initial light levels shall be as stated below and are typical of all fields.

Must maintain a minimum – 50-Infield Foot-Candles & 30 Outfield Foot-Candles

Area of Lighting	Average Initial Foot-candles
Infield	65 FC
Outfield	39 FC

Project Specifications, continued;

b) Target Maintained Light Levels

The average target maintained light levels shall be as stated below and are typical of one/all field(s) to be measured with only one- (1) field lighted at a time.

50-Infield Foot-Candles & 30-Outfield Foot-Candles

Area of Lighting	Average Maintained Foot-candles
Infield	50 FC
Outfield	30 FC

COURTS

A. Dellinger Park – Tennis Courts – Courts 6-7; Courts 13-14
Basketball Courts – 1-2

B. Lighting Performance

1. Criteria

- a) The manufacturer shall provide computer-generated point-by-point analysis that meets the specifications that follow.
- b) The manufacturer shall also supply written guarantees that the lighting equipment and design meet or exceed these specifications.
- c) Final designs must be approved by Cartersville Electric Department Engineering and Parks & Recreation Department before bid will be recommended to City Council. Recreation Director and Contractor will check the system after installation to determine that the installed system complies with the plans and meets or exceeds the minimum standards for safe tennis play.
- d) Lighting System fixtures for tennis/basketball court shall use 1000-Watt or 1500-Watt Metal Halide Lamps**
- e) Each Tennis/Basketball Court fixtures will be designed for factory shades to reduce light pollution.
- f) Each Lighting System pole must be grounded individually from top of pole to grounding rod.

2. Playability

a) Initial Light Levels

The average initial light levels shall be as stated below and are typical of all courts.

Area of Lighting	Average Initial Foot-candles
Tennis Court(s) - 4	56 FC
Basketball Court(s) - 2	37 FC

Project Specifications Continued:

b) Target Maintained Light Levels

The average target maintained light levels shall be as stated below and are typical of one/all court(s) to be measured with only one- (1) court lighted at a time.

Area of Lighting	Average Maintained Foot-candles
Tennis Courts 2 (#6-#7)	50 FC
Tennis Courts 2 (#14-#13)	50 FC
Basketball Courts 2 (1-2)	30 FC

c) Loss Factor

The light loss factor used to determine the target light levels shall not exceed a maintenance factor of .8 multiplied by the actual lamp tilt factor. Maintenance factor is derived from the equation of light loss factor (LLF) = ambient temperature factor (1) x voltage factor (1) x ballast factor (1) x lamp lumen depreciation (.84) x luminaire dirt depreciation (.95) per I.E.S. Manual RP-6-88, p. 92.

d) Uniformity Ratio

The uniformities of the playing court/field shall be measured by comparing the maximum reading to the minimum reading. Uniformities are typical of all courts/fields. Over the entire area of the court/field (mid-court/field to fence line) the change in the quantity of horizontal foot-candles should not occur at a rate greater than 10% per 10-feet, except for the outside perimeter readings which may change at a greater rate. The ratio shall not exceed the following:

Area of Lighting	Maximum to Minimum Uniformity
Tennis Court(s) - 2	1.5:1
Basketball Courts (s) - 2	2:1

e) Loss Factor

The light loss factor used to determine the target light levels shall not exceed a maintenance factor of .8 multiplied by the actual lamp tilt factor. Maintenance factor is derived from the equation of light loss factor (LLF) = ambient temperature factor (1) x voltage factor (1) x ballast factor (1) x lamp lumen depreciation (.84) x luminary dirt depreciation (.95) per I.E.S. Manual RP-6-88, p. 92.

Project Specifications Continued:

f) Uniformity Ratio

The uniformities of the playing field shall be measured by comparing the maximum reading to the minimum reading. Uniformities are typical of all fields. Over the entire area of the field the change in the quantity of horizontal foot-candles should not occur at a rate greater than 10% per 10-feet, except for the outside perimeter readings which may change at a greater rate. The ratio shall not exceed the following:

Area of Lighting	Maximum to Minimum Uniformity
Inside Lines	2.0:1
Inside Fence	2.5:1

**1,500-Watt fixtures for Tennis require different length concrete poles.

SPORT LIGHTING POLES

A. Design

1. Application

- a) Poles shall be designed considering application of wind load and dead load to locale; plus, possible design for possible backstop netting system.
- b) The moment at any point along the length of the pole is the sum of the moments resulting from dead loads and forces from wind loads. The wind force is equal to the wind pressure multiplied by the effective projected area (EPA) of the objects involved.

2. Pole Type

- a) Concrete Pre-Spun (i.e. "Stress-Crete" or Concrete Base w/ Galvanized Metal (MUSCO) pole shall not extend more than 75' - out of ground for Cartersville Sports Complex fields.
- b) Concrete Pre-Spun pole, only shall not extend more than 50' - out of ground for Dellinger Park Courts, for 1000-Watt fixtures and a minimum/maximum of 60/65' - out of ground, for 1500-Watt fixtures.

3. Hand-Holes, Holes and Attachments

- a) Poles shall have hand-holes and holes for eyebolts and/or all possible pole attachments, for but not limited to wiring harnesses Pre-wired, Pre-aimed integral or remote ballast fixtures with wiring harness from pre-wired galvanized steel cross arm to a fused disconnect panel, 10' -above finished grade. Exact number/size of hand-hole(s) and holes to be finalized prior to pole(s) (Lighting System) order.

A nameplate attached to wall of the pole approximately 4' – 5' above the ground line identifying the manufacture date, length, weight, class, customer, fabrication # and P.O. #.

4. The manufacturer shall have a minimum of 10 years of experience in the design and production of concrete poles or galvanized metal poles.
5. All poles shall be lifted and supported during manufacturing, stockpiling, transporting and erection operations only at the points shown on the shop drawings.

Project Specifications, continued;

FIXTURES AND HARDWARE

A. Lighting Fixtures

1. For ease of installation and to facilitate maintenance and replacement, the floodlight shall be supplied as components – ballast and optical. The ballast assembly includes die-cast aluminum housing with an electrocoat gray paint finish applied inside and out. The ballast assembly shall have a formed aluminum front panel that accesses a generous wiring compartment containing wiring with pre-stripped leads; a built-in weather resistant strain-relief bushing; and a heavy gauge steel trunnion protected by a weather-resistant coating. The access panel shall function as a condensation drain for luminaries aimed downward. The ballast assembly shall contain a vertical degree marker and a repositioning stop. All external hardware shall be of a corrosion-resistant material or be protected by a corrosion-resistant finish.
The ballast assembly shall be configured so that the socket is structurally isolated from the ballast compartment. The ballast assembly shall contain a single shell, cantilever, and mogul base socket with superior lamp gripping. The socket shall have added insulation, giving it the ability to handle the higher pulse ratings of newer HID systems. The floodlight shall contain auto-regulator ballast circuit in full compliance with lamp-ballast specifications available to the fixture manufacturer from the lamp manufacturers at the time of fixture manufacture. The ballast assembly shall contain ballast, which will reliably start and operate the lamp in ambient temperatures down to -20°F for metal halide or -30°F for HPS.
2. The general purpose sealed optical assembly shall include a hinged door with stainless steel spring door latches, tempered door glass, silicone rubber door gasket, and airway with charcoal impregnated Dacron filter. There shall be a one-piece spun aluminum (specify 20-[508] or 22-inch [559]) reflector protected inside and out by an ALGLAS finish. All external hardware shall be of a corrosion-resistant material or protected by a corrosion-resistant finish. The heavy duty optical assembly shall include a heavy gauge aluminum outer housing protected inside and out with an electro-coat gray paint finish.
3. Electrical Disconnect Enclosure shall be constructed of .080 thick 5052-H32 aluminum or steel materials galvanized prior to fabrication. Access door shall be attached by full-length stainless steel or powder coated aluminum hinge and secured when closed by lockable stainless steel latches. Disconnecting device shall be UL listed thermal magnetic circuit breaker that will disengage all electrical power to all equipment on that pole.
4. Cross-Arms and Hardware, all exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. Pole mounting hardware to attach cross-arms shall be hot-dip galvanized per ASTM 153. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, conduit or electrical components enclosure. All cable entry holes shall be in accordance with the location and sizes as required by the buyer and shall be free from sharp edges for electrical wiring. All hand hole frames shall be composed of a non-metallic, non-conductive injection molded material.

PROJECT SPECIFICATIONS, CONTINUED;

B. INSTALLATION

1. The Contractor shall be responsible for locating and staking any underground facilities that are not utility related. Contractor accepts responsibility for damage to such facilities that are not properly located or staked. Proper size conduit installed by direct boring, only.

The contractor shall obtain and pay for all permits and inspections required by the building and safety code and ordinances and the rules and regulations of any legal body having jurisdiction.

Coordination required between Dellinger Park staff and lighting contractor is a must as programs are scheduled and on-going during installation process. Work area must cleaned/picked daily, as park patrons in areas.

C. FIELD TECHNICIAN ON-SITE VISIT

Manufacturer shall provide an on-site visit by a factory technician during and after completion of the installation. The factory technician shall make any necessary adjustments to the aiming in order to ensure that specified initial horizontal light levels are met and maximum foot-candle levels are not exceeded. This service shall be included at no additional cost to the owner or installing contractor.

D. PROJECT TIMELINE & SPECIALITY NEEDS:

Sports Complex fields #2, #3 & #4 field lighting installation is expected to begin ASAP. After agreement is signed and bonds have been received, contractor will have material/equipment on-site and construction started within 6-weeks. Field lights are expected to be burning by **March 8, 2019 at 4:00pm.** Court lights are expected to be burning by **April 12, 2019 at 4:00pm.**

E. Lighting System Warranty agreement, optional.

- a) Remote control system, optional (ability turn lights on/off from off-site).

F. All fixtures maybe of the integral or remote ballast type only.

- a) Lamps shall be 1,000 or 1500-watt metal halide sport lamp. Only lamps manufactured by Phillips, General Electric, MUSCO or Osram Sylvania will be considered for approval.
- b) Fixtures shall carry a manufactures warranty of seven- (7) years or possible warranty/agreement that would include 25-Year Life Cycle Operating Cost Service

G. INSPECTION AND VERIFICATION

1. Test and Measuring Procedures – Point Grids
 - a) Field/Court test stations for horizontal field measurements shall consist of the number of points and grid spacing specified by field type in Table A
 - b) Field/Court test stations for the horizontal field measurements shall consist of the number of points and grid spacing specified by field type in Table A.
 - c) All testing will be done for each field with all others inactive.
 - d) Horizontal foot-candle readings shall be measured with the test cell positioned horizontal 36 inches above grade.

PROJECT SPECIFICATIONS, CONTINUED;

2. Testing Equipment/Procedures
 - a) Testing equipment (light meter) for measurement of foot-candle levels shall be a Gossen Panalux Electronic 2, Minolta Cosine Correct T-1 or an approved equal, calibrated and certified within the previous 12 months.
 - b) To gain final approval of the project the contractor shall provide a final report from the test results that shall provide the following items:
 - 1) Identification of number and location of the test stations shall agree in number and location with description provided in Table A.
 - 2) Actual horizontal foot-candle readings taken at each test station.
 - 3) Number of hours of operation and number of system starts.
 - c) Testing will also be done after 100 hours of lamp operation (per I.E.S.)

Table A:

Area of Lighting	# of Points	Size of Area to be Covered	Grid Spacing
300' Field	25	Infield	30' x 30'
300' Field	78	Outfield	30' x 30'
200' Field	25	Infield	20' x 20'
200' Field	33	Outfield	30' x 30'
Tennis Courts	15	Inside Fence 6-7	20' x 20'
Tennis Courts	15	Inside Fence 13-14	20' x 20'

-----**END OF PROJECT SPECIFICATION**-----

SPORTS LIGHTING
FIELDS AND COURTS
BID #18-005 - WORK SCOPE

The following athletic venues are to be considered for separate new lighting systems. For Work Scope, contractor will use Project Specifications for the design/provide & install equipment for each lighting field/court system.

Athletic Fields – located at Cartersville Sports Complex; 11 Sugar Valley Rd.; Cartersville GA 30120

Field #2 – (200'), Lighting system will be designed for maintaining 50-Foot-Candles (FC) for infield and 30-FC for outfield, inside fence. Lighting system will include 1500-Watt Metal Halide fixtures, on maximum 75' height (out-of-ground) pole. Lighting system, A-poles will be designed/strengthened to host 50' height x 150' length backstop netting system, along with 2-pre-cast, pre-stressed concrete poles**. Contractor will provide/install all poles, fixtures, cross-arms, conduit, panels, copper wiring, contactor(s) and breaker(s). Breaker(s) will replace existing 60-amp 480-V, 3-phase breaker. Electrical panel located in concession stand, adjacent to field.

Work Scope, Continued;

Field #3 – 300’-field, Lighting system will be designed for maintaining 50-Foot-Candles (FC) for infield and 30-FC for outfield, inside fence. Lighting system will include 1500-Watt Metal Halide fixtures, on maximum 75’ height (out-of-ground) pole. Lighting system, A-poles will be designed/strengthened to host 50’ height x 150’ length backstop netting system, along with 2-pre-cast, pre-stressed concrete poles**. Contractor will provide/install all poles, fixtures, cross-arms, conduit, panels, copper wiring, contactor(s) and breaker(s). Breaker(s) will replace existing 100-amp 480-V, 3-phase breaker. Electrical panel located in concession stand, adjacent to field.

Field #4 – 300’-field, Lighting system will be designed for maintaining 50-Foot-Candles (FC) for infield and 30-FC for outfield, inside fence. Lighting system will include 1500-Watt Metal Halide fixtures, on maximum 75’ height (out-of-ground) pole. Lighting system, A-poles will be designed to host 50’ height x 150’ length backstop netting system, along with 2-pre-cast, pre-stressed concrete poles**. Contractor will provide/install all poles, fixtures, cross-arms, conduit, panels, copper wiring, contactor(s) and breaker. Breaker will replace existing 100-amp 480-V, 3-phase breaker. Electrical panel located in concession stand, adjacent to field.

Tennis Courts – located at Dellinger Park; 100 Pine Grove Rd.; Cartersville GA 30120

Courts 6-7 – Lighting system will be designed for maintaining 50-Foot-Candles (FC) inside playing lines. 1,000-Watt or 1,500-Watt Metal Halide fixtures are acceptable. All fixtures will include a shade to reduce light pollution. For 1,000-Watt fixtures, concrete spun poles will be maximum 50’ height (out-of-ground) pole; for 1,500-Watt fixtures, concrete spun poles will be a minimum 60’ out of ground and maximum 60’-65’ out of ground.

Contractor will provide/install 4-concrete spun poles, fixtures, cross-arms, conduit, panels and copper wiring. Contractor will bring wire from fixtures/poles to electrical pull-box and connect to existing wire (3-runs of #8-copper & 1-run of #8 copper ground). Existing contactor(s) and wire from box to panel is new and does not need replacing, if wire size and contactor size meets specifications of new lighting system. If lower gauge wire is needed, it will be contractor’s responsibility. Existing lighting system uses 40-amp, 480-V, 3-phase breaker, if larger breaker is needed, furnished by contractor. Concrete spun pole will need additional holes/hand-holes for possible speaker/lighting fixture attachment.

Courts 13-14 – Lighting system will be designed for maintaining 50-Foot-Candles inside playing lines, with 1,000-Watt or 1,500-Watt Metal Halide fixtures. All fixtures will include a shade to reduce light pollution. For 1,000-Watt fixtures, concrete spun poles will be maximum 50’ height (out-of-ground) pole; For 1,500-Watt fixtures, concrete spun poles will be a minimum 60’ out of ground and maximum 60’-65’ out of ground.

Contractor will provide/install 2-concrete spun poles, fixtures, cross-arms, conduit, panels and copper wiring. Contractor will bring wire from fixtures/poles to electrical pull-box adjacent to north west corner of courts and connect to existing wire (3-runs of #6-copper & 1-run of #8 copper ground). Existing contactor(s) and wire from box to panel is new and does not need replacing. Existing lighting system uses 40-amp, 480-V, 3-phase breaker, if larger breaker is needed, furnished by contractor.

Work Scope, Continued;

Basketball Courts – located at Dellinger Park; 100 Pine Grove Rd.; Cartersville GA 30120

Courts 1-2 – Lighting system will be designed for maintaining 30-FC area inside playing lines, with 1,000-Watt or 1,500-Watt fixtures. All fixtures will include a shade to reduce light pollution. For 1,000-Watt fixtures, 2-concrete spun poles will be maximum 50' height (out-of-ground) pole; For 1,500-Watt fixtures, 2-concrete spun poles will be a minimum 60' out of ground and maximum 60'-65' out of ground.

Contractor will provide/install 2-concrete spun poles, fixtures, cross-arms, conduit, panels, copper wiring, contactor(s) and breaker(s). Contractor will bring conduit to pull box located between courts and main office, the 480-V, 3-phase panel is located inside main office building. Concrete spun poles would need additional holes/hand-holds for possible camera attachment.

Note: Only 2-Concrete spun poles are to be used in the design of basketball lighting system.

****Note:** 2-Concrete Bed-cast poles will be furnished/installed for each athletic field. These poles, along with lighting system, 2-strengthened A-poles will be part of 50'-height x 150'-length, backstop netting system. Installation of concrete poles is only responsibility of lighting contractor as backstop netting system will be installed by another contractor.

Conduit Installation – Appropriate sized electrical conduit bored at NEC standards. Directional boring for conduit will be required of all conduit installation.

Additional Concrete poles – Provide/install 2-pre-cast, pre-stressed concrete poles (minimum 50' out of ground) for Field #2, and/or #3, and/or #4. These 2-additional pre-cast, pre-spun poles and 2-A-poles (designed/strengthened) will be part of future backstop netting system (50'-height x 150'-width). Would need holes for eye-bolts for netting cable and additional holes for possible speaker/camera attachment. Lighting contractor responsibilities include provide/install concrete poles, as backstopping netting system will be by another contractor.

Electrical Grounding – Each electrical pole installed will be individually grounded at pole.

Contractor's responsibility will be removal of existing electrical panels/contactors inside concession building for athletic fields.

Owner responsible for removal of existing poles/fixtures. Poles/fixtures will be removed prior to contractor beginning.

Timing of Delivery/Installation

After bid has been awarded, bidder/contractor will have eight - (8) weeks to deliver (FOB) and complete installation of light system for Cartersville Sports Complex Fields by 4:00 p.m. on March 8, 2019. Twelve – (12) weeks will be allowed for deliver (FOB) and complete installation of lighting systems for Dellinger Park Tennis Courts 6-7 & 13-14 and Basketball Courts 1-2 lighting systems.

Work Scope continued;**Warranty**

Bidder/Manufacturer warrants **Athletic Field Sports Lighting System** to be free of defects in materials and workmanship for a period of **seven- (7) years** standard warranty from the date of delivery/installation or 25-year warranty lighting, if chosen by City Council

1. Equipment

Bidder/Manufacturer Warranties the Sports Lighting Systems L.P. will be warranted (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of seven- (7) years starting from the date of delivery/installation.

Two- (2) Years Labor – Labor and Materials are provided for a period of two- (2) years to replace defective parts or repair defects in workmanship or, at vendors' election pay reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement parts will be provided at no charge. Labor costs will be the expense of the Cartersville Parks & Recreation Department.

2. Lamps

Lamps are warranted not to fail for two- (2) years from date of delivery. Lamps failing during the first year of the warranty period will be replaced and installed at no cost to the owner. The manufacturer will replace lamps, which fail during the second year of the warranty period, but installation will be owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

3. Alignment

Bidder/Manufacturer will warrant accurate alignment of luminaries on the luminaire assembly for a period of seven- (7) years from date of delivery/installation.

4. Limitations (The following will not be covered by this warranty)

Fuses

Weather condition events such as lightning or hail damage

Vandalism or abuse prior to installation of equipment

Unauthorized repairs or alterations

Repair and/or replacement are the complete warranty and constitute the exclusive remedy.

25-Year Life Cycle Operating Cost Total –

This warranty includes athletic fields and/or courts lighting contractor maintaining lighting system, so that required maintained foot-candles are met at all times.

-----**END OF WORK SCOPE**-----

SPORTS LIGHTING
FIELDS AND COURTS
BID #18-005
PROPOSAL FORM

TO: Sports Lighting Bid #18-005
 Cartersville Parks & Recreation Department
 P O Box 1390
 Cartersville GA 30120-1390

BIDDERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PROJECT SPECIFICATION AND WORK SCOPE SUBJECT TO THE CONDITIONS THEREOF; I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE ATHLETIC FIELDS AND COURTS SPORT LIGHTING - CARTERSVILLE SPORTS COMPLEX, FIELDS #2 AND/OR FIELD #3 AND/OR FIELD #4 AND/OR DELLINGER PARK TENNIS COURTS 6-7 AND/OR TENNIS COURTS 13-14 AND OR BASKEBALL COURTS 1-2, FOR MONETARY CONSIDERATIONS:

- A. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 200’ field (Field #2)** located at Cartersville Sports Complex. Field #2 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ _____

- B. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 300’ field (Field #3)** located at Cartersville Sports Complex. Field #3 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ _____

- C. Lump Sum Bid Price for Work Scope items, Athletic Field Sports Lighting for **one – (1), 300’ field (Field #4)** located at Cartersville Sports Complex. Field #4 will have 50-Foot-Candles Infield and 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ _____

Proposal Form, continued

- D. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for **two – (2), tennis courts (Courts #6-7)**, located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ _____

- E. Lump Sum Bid Price for Work Scope items, Tennis Court Sports Lighting for **two – (2), tennis courts (Courts #13-14)**, located at Dellinger Park. Tennis Courts will have 50-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS, IF NECESSARY. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ _____

- F. Lump Sum Bid Price for Work Scope items, Basketball Court Sports Lighting **for two – (2), basketball courts (Courts #1-2)**, located at Dellinger Park. Basketball Courts will have 30-Foot-Candles maintained lighting. **EQUIPMENT/MATERIAL AND INSTALLATION OF POLES AND ATTACHED EQUIPMENT and THE INSTALLATION OF SECONDARY COPPER WIRE FROM POLE DISCONNECT TO POWER SOURCE, ALL PANELS, BREAKERS, CONTACTORS/STARTERS. ALL WIRE TO BE IN CONDUIT.**

Base Bid \$ _____

- G. Additional one-time cost for 25-Year Life Cycle Operating Cost Total which includes Contractor maintained light system for newly installed athletic fields, only, to insure that minimum maintained foot-candles are kept; includes system monitoring, fixture replacement all by Lighting contractor.

Additional Per Field \$ _____

Acknowledgement the receipt of Addendum(s) numbered . . . through . . . Initials

BIDDER: _____ BY: _____

TITLE: _____ SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Repair of 2011 Mobile Air/Light Unit**

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Respectfully request permission to proceed with a required repair of our 2011 mobile air/light unit. This unit provides emergency breathing air to fill our breathing apparatus tanks in the field and it provides emergency scene lighting at night. The electronic boards are out on this unit and require a retro replacement. Repairs will be completed by Municipal Emergency Services who is a sole source provider for Scott Liberty equipment for the State of Georgia. Total cost for this repair will be \$6,780.00.
City Manager's Remarks:	Your approval of this repair is recommended.
Financial/Budget Certification:	This repair is budgeted and covered under our equipment repair budget.
Legal:	n/a
Associated Information:	n/a



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 11/09/2018
Quote # QT1218499
Expires 12/09/2018
Sales Rep Adams, Jeremy L
PO #
Shipping Method FedEx Ground

Bill To

CARTERSVILLE FIRE DEPT
P.O. BOX 1390
19 N. ERWIN STREET
CARTERSVILLE GA 30120
United States

Ship To

Item	Alt Item #	Units	Description	QTY	Unit Price	Amount
AB16-0543			LE5000 STA'NARY RETRO-FIT KIT	1	3,788.00	3,788.00
Compressor Service Labor			upgrade compressor controller	16	75.00	1,200.00
Compressor Service Labor			controller parts upgrade	1	1,792.00	1,792.00

Subtotal 6,780.00
Shipping Cost (FedEx Ground) 0.00
Total \$6,780.00

compressor controller upgrade

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

Item # 21



QT1218499



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
One Beacon Insurance Deductible**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The City has received an invoice from our prior insurance carrier, One Beacon, on two outstanding insurance claims. Our deductible on each claim is \$25,000 and currently we have an invoice due in the amount of \$8,566.84 and I recommend approval of this expenditure.
City Manager's Remarks:	Your approval of the invoice for \$8,566.84 is recommended for approval.
Financial/Budget Certification:	This is not a budgeted item but will be paid from the property and casualty insurance fund.
Legal:	
Associated Information:	



November 20, 2018

City of Cartersville
PO Box 1390
Cartersville, GA 30120

Government Risks Deductible Billing ~ Policy 791000672

POLICY NUMBER	POLICY PERIOD	BILLING DATE	AMOUNT DUE	DUE DATE
791000672	6/30/15-6/30/16	11/20/18	\$8,566.84	12/20/18

Dear Policyholder:

As your policy provides for a \$25,000.00 deductible, we have enclosed a bill listing the individual claim(s) for which OneBeacon must be reimbursed for the amount of the deductible. If the paid amounts are less than the deductible, you will be billed for any additional payments up to the total deductible amount.

This amount is due and payable in full. Please remit your payment of \$8,566.84 payable to OneBeacon Insurance Group no later than December 20, 2018 and reference the above policy number. Payment should be mailed to my attention at the following address:

PLEASE NOTE THE NEW ADDRESS
OneBeacon Insurance Group
Attn: Sharon Nagelski
1777 Sentry Parkway West, Building 17
Suite 230
Blue Bell, PA 19422

Should you have any questions or wish to discuss this matter please feel free to contact me at the number below.

Thank you,

 Sharon Nagelski
 OneBeacon Insurance Group
 Billing Operations
 800-321-2721 x7733
 snagelski@onebeacon.com



GOVERNMENT RISKS DEDUCTIBLE BILLING
CITY OF CARTERSVILLE
791000672

11/20/2018
 m # 22

POLICY TERM	CLAIM NUMBER	CLAIMANT	LOSS	ALAE	TOTAL	RECOVERY	DED AMOUNT	TOTAL DUE
6/30/15-6/30/16	0AB-157479-01-EB	Brown, Richard	\$0.00	\$10,294.64	\$10,294.64	\$10,128.16	\$25,000.00	\$166.48
6/30/15-6/30/16	0AB-162843-01-EB	Miller, Barney	\$0.00	\$20,942.96	\$20,942.96	\$12,542.60	\$25,000.00	\$8,400.36
Total Due								\$8,566.84

If you have any questions regarding this statement,
 please contact your OneBeacon account representative.

Sharon Nagelski
Phone 800-321-2721 ext. 7733
Fax 877-662-7527
snagelski@onebeacon.com

PLEASE REMIT PAYMENT BY: 12/20/18

PLEASE NOTE THE NEW ADDRESS
OneBeacon Insurance Group
1777 Sentry Parkway West, Building 17
Suite 230
Blue Bell, PA 19422



City of Cartersville

**City Council Meeting
12/6/2018 9:00:00 AM
Gas Department Facility Change Order #1**

SubCategory:	Change Order								
Department Name:	Administration								
Department Summary Recommendation:	<p>City staff has been working with Balfour Beatty, the Construction Manager At Risk for the Gas Department facility on Old Mill Road and we have a change order to make for some reductions in their scope of work. The changes are as follows:</p> <table border="0"> <tr> <td>Delete Generators and Pads</td> <td align="right">(\$102,763.00)</td> </tr> <tr> <td>Add Conduit at Fuel Canopy</td> <td align="right">\$5,777.00</td> </tr> <tr> <td>Delete Fuel Station from Contract</td> <td align="right">(\$272,746.00)</td> </tr> <tr> <td>Net Reduction</td> <td align="right">(\$369,732.00)</td> </tr> </table> <p>The fuel station has been bid directly by the City and the City Council has already awarded this bid to Guardian Fueling Technologies in the amount of \$220,390.07 which is a savings of \$52,355.93 from the Balfour Beatty bid. The generators will be bid at a later date and we expect to save money over what Balfour Beatty has previously quoted.</p> <p>I request approval of change order #1 reduction in the amount of \$369,732.00.</p>	Delete Generators and Pads	(\$102,763.00)	Add Conduit at Fuel Canopy	\$5,777.00	Delete Fuel Station from Contract	(\$272,746.00)	Net Reduction	(\$369,732.00)
Delete Generators and Pads	(\$102,763.00)								
Add Conduit at Fuel Canopy	\$5,777.00								
Delete Fuel Station from Contract	(\$272,746.00)								
Net Reduction	(\$369,732.00)								
City Manager's Remarks:	<p>This is a change order for a reduction in the gas department facility for \$369,732.00. The reduction is related to the fueling station as well as the generators. The City previously bid out the fueling station on its own and came in at a savings of \$52,355.93 over Balfour Beatty's bid. The generators will also be taken out of the Balfour Beatty bid and the City will bid that out at a later date with anticipated savings over the Balfour Beatty bid. Your approval of the change order is recommended.</p>								
Financial/Budget Certification:									
Legal:									
Associated Information:									

Owner Change Order #001**PROJECT:**

Gas Department and Other City Facilities
155 Old Mill Road
Cartersville, GA, 30120

PROJECT #: 15668000**DATE: 11/26/2018****CONTRACT DATE: 10/10/2017****TO CONTRACTOR:**

BALFOUR BEATTY CONSTRUCTION
600 Galleria Pkwy
Suite 1500
Atlanta, GA 30339

THE CONTRACT IS CHANGED AS FOLLOWS:

RCO 003: Remove the electrical emergency generators, gas piping and pads from Balfour Beatty's scope of work.

RCO 004: Per owner direction, this change is for nine additional 3/4" conduit and two additional 1 1/2" PVC Conduits to be added to the Fuel Farm for future communications. Cost includes Electrical Contractors material and labor for change.

RCO 005: Remove the fuel station tanks, piping, fueling equipment, etc. from Balfour Beatty's scope of work.

The original Guaranteed Maximum Price (GMP) was	\$	\$9,388,221.00
The net change by previously authorized Change Orders	\$	\$0.00
The GMP prior to this Change Order was	\$	\$9,388,221.00
The GMP will be adjusted by this Change Order in the amount of		(\$369,732.00)
	\$	
The new GMP including this Change Order will be		\$9,018,489.00
	\$	
The Contract Time will be increased by		0 days
The date of Substantial Completion as of the date of this Change Order therefore is		March 20, 2018

Note: This Change Order does not include changes in the GMP, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Execution of this Change Order constitutes an agreement to the direct cost of performing the changed work only. It does not constitute an agreement as to time and costs incurred due to delay and/or the impact that this change has on other unchanged work, for which all rights are reserved.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Balfour Beatty Construction Company Inc.	The City of Cartersville
CONTRACTOR 600 Galleria Pkwy Suite 1800 Atlanta, GA 30339	OWNER 1 North Erwin Street Cartersville, GA 30120
BY (Signature) Michael C. Macon	BY (Signature)
DATE	DATE