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

COUNCILPERSONS:

Matt Santini – Mayor

Calvin Cooley - Mayor Pro Tem

Gary Fox

Kari Hodge

Cary Roth

Jayce Stepp

Taff Wren

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 2/21/2019

Work Session - 6:00PM

CITY MANAGER: Tamara Brock

CITY ATTORNEY: David Archer

> CITY CLERK: Meredith Ulmer

- I. Opening of Meeting
 - Invocation
 - Pledge of Allegiance
 - Roll Call
- II. Regular Agenda
 - A. Council Meeting Minutes
 - **1.** February 7, 2019 (Pages 1 16)

Attachments

B. Appointments

1. Land Bank Appointment (Page 17)

Attachments

2. Cartersville Building Authority (Page 18)

Attachments

C. Second Reading of Ordinances

1. Animal Ordinance (Pages 19 - 24)

Attachments

D. First Reading of Ordinances

1. Founder's Oak Parking Lot Events (Pages 25 - 27)

Attachments

2. Special Events to Chapter 11 Misc Provisions (Pages 28 - 34)

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3. Festival Ordinance (Pages 35 - 42)

Attachments

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

1. SU19-01: 4 S. Tennessee St. Applicant: Patricia Holt. Special Use Permit Application for a Microbrewery in the M-U District. Property Contains Approx. 0.38 Acres. (Pages 43 - 63)

Attachments

2. Z18-04: 25 Baker St. Applicant: RB Estates, LLC. Rezoning from R-7 to M-U (Multiple Use). Property Contains Approx. 1.3 Acres. (Pages 64 - 91)

Attachments

3. Z18-05: 1001/1003 North Tennessee St. & 10/14 Mimosa Ln. Applicant: EEC LP/Janet Thornbrough. Properties Contain Approx. 10.7 acres. Rezoning from M-U with Conditions and R-15 to M-U & RSL. (Pages 92 - 113)

Attachments

Attachments

F. Change Order

1. HSPB#2 Stabilization Project – Final Adjustment Change Order (Pages 114 - 118)

G. Grant Application/Acceptance

1. Firehouse Grant Revision (Pages 119 - 120)

Attachments

H. Bid Award/Purchases

1. Odorant for Gas System (Pages 121 - 123)

Attachments

2. Utility Locate Instrument (Pages 124 - 127)

Attachments

3. Athletic Equipment Bid (Pages 128 - 131)

Attachments

4. Commercial Front Loader Lease (Pages 132 - 151)

Attachments

5. UMS Master Services Contract (Pages 152 - 170)

Attachments

I. Monthly Financial Statement

1. December 2018 Financial Report (Pages 171 - 175)

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 Council Meeting 2/21/2019 7:00:00 PM February 7, 2019

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

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

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

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

Absent: Jayce Stepp, Council Member Ward Two

II. Regular Agenda

A. Council Meeting Minutes

1. January 17, 2019 City Council Minutes

A motion to approve the January 17, 2019 City Council Meeting Minutes as presented was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Council Member Hodge made a motion to move the Village Hill Drive Renaming item up on the agenda. The motion was seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

B. Other

1. Renaming of Village Hill Drive

Mayor Santini honored the late Charley Harper with a resolution. Tamara Brock, City Manager stated the City would like to rename Village Hill Drive to Charley Harper Drive in memory of the late Charley Harper, Jr. Mayor Santini recognized the Harper family who was present at the meeting and Charley Harper's service to the community.

Motion to approve the resolution for the road name change from Village Hill Drive to Charley Harper Drive was made by Council Member Fox and seconded by Council Roth. Motion carried unanimously. Vote: 5-0.

RESOLUT	TION NO.	
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WHEREAS, Mark Harris has made a request to rename Village Hill Drive to Charley Harper Drive; and

WHEREAS, no current addresses will be affected by said renaming; and

WHEREAS, in honor of Charley Harper Jr.'s contributions to the community, the Mayor and City Council have determined that said request is appropriate and should be approved; and

WHEREAS, the Mayor and City Council has determined that it is in the best interest of the citizens of the City of Cartersville and promotes the public's general health, safety and welfare to rename Village Hill Drive to Charley Harper Drive.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the Mayor of Cartersville that Village Hill Drive be renamed from Village Hill Drive to Charley Harper Drive. The City shall update its records accordingly and notify the United States Postal Service and Bartow County of the change and update its maps accordingly.

	BE IT AND IT IS HE	EREBY RESOLVED, this of	
2019.			
		1.1	
		/s/	_
		Matthew J. Santini, Mayor	
		City of Cartersville, Georgia	
ATTEST:			
/s/			
Meredith Ul	mer, City Clerk		
	ersville, Georgia		

2. Election Qualifying Fees 2019

Meredith Ulmer, City Clerk stated there is an election this year on November 5, 2019. City Council must approve the qualifying fees for candidates to run for office. These fees have not changed since the last election. The qualifying fees are as follows: Mayor - \$216; City Council - \$144; School Board - \$35. If approved, these qualifying fees will be advertised in the newspaper.

Motion to approve the Election Qualifying Fees was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

C. Commendation/Recognition

Chief McCann of the Police Department stated the Police Department partnered with the Cartersville High School graphic arts teacher, Valerie Veiga, and the students in the graphic arts department to come up with a new design for our new patrol vehicles. Chief McCann publicly recognize Mrs. Veiga and the students of the graphic arts department for their work on this project.

Mayor Santini recused himself from the following item and Mayor Pro Tem Cooley presided over the meeting.

D. Appointments

1. Board Appointments for Downtown Development Authority

Lillie Read, Downtown Development Manager stated the Downtown Development Authority (DDA) has three board positions open and, after reviewing applications, the board would like to recommend Alan Sanders (WBHF), Jennifer Smith (Olive Tree and Vine/Southern Muggs) and Barry Henderson (JB Henderson Properties) to those positions.

A motion to approve the proposed board members was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

E. First Reading of Ordinances

1. Animal Ordinance

Keith Lovell, City Attorney, stated this is the first reading of the ordinance. Amendments were made to the Dog Classification and Repealer sections. Council approval of the ordinance amendments is recommended.

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 <u>CITY OF CARTERSVILLE CODE OF ORDINANCES</u>. <u>CHAPTER 5 - ANIMALS</u>, <u>ARTICLE VI. - IMPOUNDMENTS</u>, <u>HEARINGS</u>, <u>APPEALS</u>, <u>SEC. 5-22. - DOG CLASSIFICATION</u>, is hereby amended by deleting the same and replacing it in its entirety and <u>ARTICLE VIII. - LEGAL PROVISIONS</u>, <u>SEC. 5-56. - REPEALER</u> is hereby amended by deleting the same and replacing it in its entirety as follows:

1.

Sec. 5-22. - Dog classification.

- (a) Classification levels. "Classified dog" means any dog that has been classified as either a dangerous or vicious dog pursuant to this article. Classifications are as follows:
 - (1) Dangerous dog. Any dog that:
 - a. Causes a substantial puncture of a person's skin by teeth without causing serious injury (see section 5-3); provided, however, that a nip, scratch or abrasion shall not be sufficient to classify a dog as dangerous under this subsection:
 - b. Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury (see section 5-3) to such a person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subsection; or
 - c. While off the owner's property, kills a pet animal; provided, however, that this subsection shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.
 - (2) Vicious dog. Any dog that inflicts a severe injury on a person or causes serious injury (see section 5-3) to a person resulting from reasonable attempts to escape the dog's attack.
 - (3) Euthanasia for causing serious injury on more than one (1) occasion. Pursuant to O.C.G.A. § 4-8-26, a dog that is found, after notice and opportunity for hearing as provided, however, that no injury occurring before November 1, 2012, shall count for purposes of this subsection.
 - (4) Judge authorized to order euthanasia. Pursuant O.C.G.A. § 4-8-25, the judge of any superior court of competent jurisdiction within this state may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided by this section, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:
 - a. The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or
 - b. Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.
 - (5) Previously classified animals. Any dog classified prior to November 1, 2012, as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog. Any dog classified prior to November 1, 2012 as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this chapter. The owner of any dog classified prior to November 1, 2012 shall come into compliance with all current provisions of this chapter by November 1, 2012.
- (b) Confiscation. If an animal control officer has reason to believe that a dog has acted in a manner that justifies a classification as a dangerous dog or a vicious dog, the dog may be confiscated, impounded, classified, and notice provided as set forth below. A law

- enforcement officer or animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.
- (c) Exceptions. An animal shall not be classified within the meaning of this section if it inflicts injury upon a person when the animal is being used by a law enforcement officer or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous or vicious dog if the person injured by such dog was a person who, at the time was: (1) committing a trespass; (2) was abusing the dog; or (3) was committing or attempting to commit an offense under O.C.G.A. tit. 16, ch. 5.
- (d) Classification by animal control. The animal control officer shall make a determination whether the dog shall be classified a dangerous dog or vicious dog. The owner shall be given notice of the classification pursuant to subsection (e) below. If an owner is unknown or cannot be found, notice shall be made by posting the notice in a conspicuous place at the location where the animal was confiscated.
- (e) Notice of determination. The notice to the owner shall meet the following requirements:
 - (1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address and notice shall be complete upon mailing;
 - (2) The notice shall include a summary of the animal control officer's findings that formed the basis for the dog's classification as a dangerous dog or vicious dog;
 - (3) The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request an appeal hearing on the animal control officer's classification of the dog;
 - (4) The notice shall state that the hearing, if requested, shall be before the City of Cartersville Animal Control Board;
 - (5) The notice shall state that if a hearing is not requested, the classification of the dog as a dangerous dog or vicious dog will become effective for all purposes under this chapter on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and
 - (6) The notice shall include a form to request a hearing and shall provide specific instructions on mailing or delivering such request to animal control.
- (f) Response to notice. If no owner comes forward in response to the notice provided in subsection (e), the animal shall be kept for five (5) days, and then may be disposed of by animal control, including by humane destruction in accordance with O.C.G.A. § 4-11-5.1. If the owner comes forward and no appeal hearing is requested, the animal may be returned to the owner provided the owner complies with the requirements of this chapter, including payment of fees set forth in subsection (j) and the requirements of section 5-3. If a hearing is requested, the provisions of subsection (g) shall apply.
- (g) Appeal hearing. When the animal control board receives a proper and timely request for an appeal hearing of a classification, it shall schedule such hearing within thirty (30) days after receiving the request; however, such hearing may be continued by the authority for good cause shown. The board shall notify the dog owner in writing by

certified mail or statutory overnight delivery of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing; and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence and in addition, thereto the governing authority or board shall receive such other evidence and hear such other testimony as the governing authority or board may find reasonably necessary to make a determination either to sustain, modify, or overrule the animal control officer's classification of the dog, including the power to impose conditions on continued possession of the dog.

- (h) *Decision*. After hearing the evidence, the animal control board shall be empowered to take the following actions:
 - (1) Sustain the animal control officer's classification;
 - (2) Modify the animal control officer's classification;
 - (3) Overrule the animal control officer's classification;
 - (4) Impose conditions or restrictions in addition to the required conditions set forth in this chapter for keeping a classified dog; or
 - (5) Order that the dog be euthanized pursuant to subsection 5-22(a)(3) if the requirements are met.
- (i) Notice of decision. The decision shall be made at the hearing, and within ten (10) days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or vicious dog, the notice shall specify the date upon which that determination is effective. Any specific additional conditions or restrictions shall be set forth in the notice. If the determination is that the dog is to be euthanized pursuant to subsection 5-22(a)(3), the notice shall specify the date by which the euthanasia shall occur.
- (j) Return to owner. In the event the dog is classified as dangerous or vicious dog, (and the dog is not euthanized), the animal shall not be returned to the owner until payment of reasonable confiscation costs, including an impoundment fee of one hundred dollars (\$100.00), boarding costs of fifteen dollars (\$15.00) per day, and all actual veterinary care costs. In the event the owner has not complied with the provisions of this subsection and also satisfied the requirements set forth in section 5-23 within ten (10) days of the date the dog was classified, said dog shall be destroyed in an expeditious and humane manner in accordance with O.C.G.A. § 4-11-5.1; provided however, upon a showing for good cause, the animal control officer may extend said time up to an additional fifteen (15) days, upon the payment by the owner of the per diem boarding costs for said dog. In the event the dog is ordered euthanized, the animal shall be humanely destroyed any time after five (5) business days after the date of the decision of the animal control board in accordance with O.C.G.A. § 4-11-5.1.
- (k) Judicial review. Judicial review of the animal control officer's final decision may be had in accordance with O.C.G.A. § 50-13-19, except that venue shall be limited to the Bartow County Superior Court. The filing of the petition for judicial review in

superior court does not itself stay enforcement of the board's decision. Except as otherwise provided in this subsection, the animal control director may grant, or the reviewing court may order, a stay upon appropriate terms for good cause shown.

2.

Sec. 5-56. - Repealer.

Upon its effective date, the ordinance from which this chapter derives replaces the prior animal control ordinance, adopted June 15, 2000. In the event this entire chapter is struck down as void, unconstitutional or invalid, including therefore this provision, that prior ordinance shall be considered to not have been repealed and shall therefore still be in effect.

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:	EREDITH ULMER, CITY CLF	

F. Resolutions

1. Service Delivery Strategy

Mr. Lovell stated in order for the City to be eligible for a Community Development Block Grant (CDBG), the provided service must be in the County's Service Delivery Strategy (SDS). Copies of the SDS Forms are attached and this resolution will authorize the Mayor to sign Form 4 approving the addition of the services to the SDS amendment.

A motion to approve Service Delivery Strategy was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

G. Bid Award/Purchases

1. Bid 18-011 Compact Excavator Correction

Mrs. Brock stated a document, Bid Tally - 18-011 Compact Excavator, was submitted on January 17th with incorrect figures. This mistake was discovered during the Purchase Order process by Parks and Recreation staff. Mrs. Brock went over two options for Council to consider.

A motion to approve Bid 18-011 Compact Excavator Correction Option 2 was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

2. Roll Out Carts Purchase

Tommy Sanders, Public Works Department Head stated Solid Waste recently opened bids for roll-out carts and bid requests were properly advertised. We recommend the following best bids: 400 Otto Recycling Carts for \$14,300.00, and 600 Toter Residential Garbage Carts for \$28,374.00.

A motion to approve the Roll Out Carts Purchase was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

3. Cook Street Infrastructure Improvements Project

Bob Jones, Water Department Head stated sealed bids were received at 10:00am on January 18, 2019 in the Cartersville City Council Chambers for the Cook Street Infrastructure Improvements Project. This is a joint project between Public Works and the Water Department to replace failing sewer and drainage infrastructure. Additionally, FiberCom will install conduits in the steel carrier casing for the sewer which will allow the elimination of an aerial fiber crossing of the railroad tracks.

The following bids were received: 1. C&L Contractors \$987,000.00 2. J.G. Leone Enterprises, Inc. \$1,588,430.00 3. Site Engineering, Inc. \$1,812,182.50.

Bid details are available in the attached certified bid tabulation provided by Rindt-McDuff and Associates (RMA) who are the design engineers. Costs will be split between Public Works and Water per the attached Department Split Detail: Contractor Pay Application.

Water Funding: The estimated cost allocation to the Water Department is \$510,809.45. The Water Department portion will be funded with \$350,000 from the 2014 SPLOST, \$122,000 from the 2018 Water Department Bond issue and the balance of \$38,809.45 paid from operating revenue. An amount of \$500,000 was allocated to the project in the FY18-19 budget.

Public Works Funding: The estimated cost allocation to Public Works is \$476,190.55.

Funding Option A:

Public Works is requesting that \$80,000 be transferred from 506-4320-54-1300 (Budgeted Capital Outlay for a new shed) to our Storm Sewers Capital Outlay account 506-4320-54-1410. These funds will be added to the remaining 2014 SPLOST allocation for this project of \$190,921.00. This combination of funds would total \$304,876.00. Public Works is requesting that \$200,000 from the 2014 SPLOST that was allotted to the Mission Road Bridge over Nancy Creek Project be applied to this project. Under Funding Option A, the storm sewers account would retain \$28,685.45 in available budget funds after the \$200,000 reallocation.

Funding Option B:

This option would involve the same budgetary transfers as Option A with a transfer of \$171,314.55 from Stormwater Reserves in lieu of the reallocation of SPLOST funds to make up the shortfall.

Public Works prefers Option A. This is a budged project for both Water and Public Works and is recommended for approval.

A motion to approve Option A was made by Council Member Roth and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

4. Purchase of Extrication Equipment

Chief Carter, Fire Department respectfully requested approval to proceed with the first of a multi-year replacement program for our department's extrication equipment also known as Jaws of Life. These tools will replace extrication equipment that was placed on the line in 1986. Municipal Emergency Service (MES) is a sole source provider for Georgia and the total cost of this extrication package will be \$32,472.92. This is \$2,527.08 below our budgeted amount. Your positive consideration is greatly appreciated.

A motion to approve Purchase of Extrication Equipment was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

5. APGA Annual Membership Dues

Michael Dickson, Gas Department requested approval to pay the annual membership dues for the American Public Gas Association. Mr. Dickson recommended Council approval of the invoice in the amount of \$8,476.41.

A motion to approve APGA Annual Membership Dues was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

Council Member Cooley made a motion to add four items to the agenda. Motion was seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Added Items:

1. Special Election

Mr. Lovell stated that due to Mr. Floyd Braid's resignation from the School Board there is a need for a Special Election, because the seat currently held by Tim Chason is an appointed position. When there are two vacancies of nonelected members it calls for an election. The Special Election will be held March 19, 2019. Qualifying for this election will be from February 11th through February 13th 2019 from 8:30am to 4:30pm in the City Clerk's Office.

Motion to approve the special election was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, CITY OF CARTERSVILLE, GEORGIA, AUTHORIZING A SPECIAL ELECTION FOR SCHOOL BOARD MEMBERS

WHEREAS, in the General Election conducted on November 7, 2017, Floyd Braid was elected to serve as the Ward 2, City of Cartersville School Board Member, for the term of four (4) years commencing January 1, 2018 and ending December 31, 2021; and

WHEREAS, in the General Election conducted on November 3, 2015, Linda Benton was elected to serve as the At Large City of Cartersville School Board Member, for the term of four (4) years commending January 1, 2016 and ending December 31, 2019; and

WHEREAS, on July 11, 2017, Linda Benton resigned her seat, and Tim Chason, pursuant to City of Cartersville Charter Section 5.05 was appointed by the Cartersville School Board to fulfill her unexpired term; and

WHEREAS, on February 4, 2019, Floyd Braid resigned from the City of Cartersville School Board; and

WHEREAS, pursuant to the City of Cartersville Charter Section 5.05, upon their being one (1) appointed member and one (1) vacant seat, a Special Election shall be called to fill the unexpired terms of both seats.

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

Section 1. A Special Election, pursuant to the procedures of O.C.G.A. § 21-2-540 and the City of Cartersville Charter Section 5.05, shall be held in the City of Cartersville, to be conducted by the Bartow County Board of Elections, on Tuesday, March 19, 2019, for the purpose of electing School Board Members for the Ward 2, and the At Large Post, to fill the vacancies now created by the resignation of Floyd Braid, Ward 2 Member, for the remainder of his unexpired term which expires on December 31, 2021, and for the vacancy which results from the resignation by Floyd Braid in regards to the At Large Post of Linda Benton,

currently filled by Tim Chason, by appointment, for her unexpired term which expires on December 31, 2019.

Section 2. The qualifying fee for the Office of School Board Member for the City of Cartersville in said Special Election shall be Thirty-Five and No/100 (\$35.00) Dollars.

Section 3. The period in which candidates must qualify for the vacated Ward 2 and the At Large Posts for the City of Cartersville School Board in said Special Election shall be Monday, February 11, 2019, and ending on Wednesday, February 13, 2019. Hours to qualify for said offices shall be from 8:30 a.m. until 4:30 p.m., Monday, February 11, 2019, Tuesday, February 12, 2019, and Wednesday, February 13, 2019 at the Office of the City Clerk, City of Cartersville, 2nd Floor City Hall, 10 North Public Square, Cartersville, GA 30120. The deadline for qualifying to vote in the Special Election shall be February 19, 2019.

Section 4. Pursuant to O.C.G.A. § 21-2-45, the Bartow County Board of Elections, is authorized to conduct said Special Election and runoff, if any, and in conjunction therewith, shall perform all duties of the Municipal Election Superintendent with the exception of qualifications of candidates, and as may be otherwise specified in the agreements between the City of Cartersville and Bartow County Board of Elections.

Section 5. The City Clerk of the City of Cartersville shall perform the duties of Election Superintendent for this Special Election, except as to matters which the Bartow County Board of Elections has been authorized to perform.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 7th day of February, 2019.

	/s/
	Matthew J. Santini, Mayor City of Cartersville, Georgia
ATTEST:	•
/s/	
Meredith Ulmer, City Clerk	
City of Cartersville, Georgia	

2. Hold Harmless Agreement

Mr. Lovell stated there is a gas easement that needs to be relocated on the Aubrey property. Bartow County will need to be in compliance with Aubrey conditions.

HOLD HARMLESS AGREEMENT

	This Agr	eement is ma	de and entere	ed into as of t	he day o	f Janu	ary, 2019), by
and	between	BARTOW	COUNTY,	GEORGIA	("County")	and	CITY	OF
CAR	TERSVILI	LE, a municip	al corporation	of the State o	of Georgia ("Ci	ity").		

WHEREAS, City was granted an Easement by Aubrey Corporation ("Aubrey") in that certain Easement Agreement dated _______ (the "Agreement") wherein the City agreed to certain conditions regarding the relocation of said easement in the event of its unreasonable interference with any future roadway constructed by Aubrey as aligned with Cass White Road across U.S. Highway 411 (the "Obligations"), a copy of said Agreement being attached hereto as Exhibit "A"; and

WHEREAS, County has agreed to comply with said Obligations on behalf of the City and shall hold City harmless regarding same.

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration the receipt of sufficiency of which are hereby acknowledged, City and County hereby agree as follows:

- 1. County hereby covenants and agrees to hold City harmless at all times before and after the date of this Agreement against and in respect to:
 - (a) Those certain Obligations of the City in favor of Aubrey as described herein;
 - (b) Any and all actions, suits, proceedings, demands, assessments, judgments, costs, expenses and legal fees incident to said Obligations; and
 - (c) Any and all claims (including third party claims) made against City on account of said Obligations.

SIGNATURE CONTINUED ON THE FOLLOWING PAGE IN WITNESS WHEREOF, County and City have caused this instrument to be executed under seal as of the day and year first above written.

Accepted by City this day of Januar	y, 2019.
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Signed, sealed and delivered in the presence of:

Signed, sealed and delivered in CITY OF CARTERSVILLE, GEORGIA

Witness	By: Matthew J. Santini, Mayor	(SEAL)
Notary Public(SEAL)	Attest: Meredith Ulmer, City Clerk	
Accepted by County this day o	of January, 2019.	
Signed, sealed and delivered in the presence of:	BARTOW COUNTY, GEORGIA	
Witness	By: Steve Taylor, County Commission	(SEAL) ner
Notary Public(SEAL)	Attest: Kathy Gill, County Clerk	_
3. Ante Litem – Arlene A	mos	

Mr. Lovell stated Ms. Arlene Amos was involved in a wreck with City Police. This situation is being handled by insurance. Mr. Lovell recommended approval of the ante litem denying the claim.

Council Member Fox made a motion to approve the ante litem denying the claim and the motion was seconded by Council Member Wren. The motion carried unanimously. Vote: 5-0.

RESOLUTION	NO.	

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

WHEREAS, on or about January 28, 2019, the City of Cartersville received an Ante Litem Notice from Monge & Associates concerning Arlene Amos' alleged claims against the City relating to injuries resulting from an automobile incident which occurred on or about December 3, 2018.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney's Office to inform the Monge & Associates of said denial.

BE	E IT AND IT IS HEREBY RESOLVED this	day of	, 2019.
	/s/		
		atthew J. Santini, Mayor ity of Cartersville, Georgia	-
ATTEST:		, ,	
/s/ Meredit City of (ch Ulmer, City Clerk Cartersville, Georgia		
4.	Ante Litem – Don Gatewood		
Hannah Ko	c. Lovell stated the City received another ante li comp in regards to a wreck with a City School E the denial of this claim, because this situation wi	Bus. Mr. Lovell recommende	
	nuncil Member Fox made a motion to approve to by Council Member Roth and the motion carrie		notion was
	RESOLUTION NO		
	TION OF THE MAYOR AND CITY SVILLE, GEORGIA	COUNCIL OF THE	CITY OF
Litem No Hannah l incident i	HEREAS, on or about February 6, 2019, the tice from Glenda Mitchell Law Firm conc Komp's alleged claims against the City renvolving Dawn Gatewood-Komp and Hanns which occurred on or about October 17, 20	erning Dawn Gatewood-K elating to injuries resultin 1ah Komp and a City of C	omp's and g from an
City Cour referenced	OW THEREFORE BE IT AND IT IS HER not that the City of Cartersville denies the A dabove, based on the information currently of Office to inform the Glenda Mitchell Law	Ante Litem Notice claim su y available to it, and direc	bmitted as
BE	E IT AND IT IS HEREBY RESOLVED this	day of	, 2019.
A TTECT.	Ci	atthew J. Santini, Mayor ity of Cartersville, Georgia	-
ATTEST:	i		

Meredith Ulmer, City Clerk City of Cartersville, Georgia	
After announcements a motion Wren and needing no second the motion	n to adjourn the meeting was made by Council Member on carried unanimously. Vote: 5-0.
Meeting Adjourned	
	/s/ Matthew J. Santini
ATTEST:	Mayor
/s/ Meredith Ulmer City Clerk	



City Council Meeting 2/21/2019 7:00:00 PM Land Bank Appointment

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recomendation:	Fritz Dent has agreed to fill the vacancy created when Greg Frisbee resigned in January 2019. Mr. Dent's term will expire on June 30, 2021.
City Manager's Remarks:	Your approval of Fritz Dent to the Land Bank is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City Council Meeting 2/21/2019 7:00:00 PM Cartersville Building Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recomendation:	Tamara Brock has agreed to fill the vacancy of the late John F. Clayton on the Cartersville Building Authority. Ms. Brock's term will expire on May 15, 2020.
City Manager's Remarks:	Your approval of Tamara Brock to fill the vacancy of John F. Clayton is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting 2/21/2019 7:00:00 PM Animal Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recomendation:	The attached Animal Ordinance, Chapter 5, Article VI, Sec. 5-22 Dog Classification has been amended and Article VIII, Sec. 5-56 - Repealer has been amended.
City Manager's Remarks:	This is the second reading of the ordinance. Amendments were made to the Dog Classification and Repealer sections. Your approval of the ordinance amendments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no.

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES</u>. CHAPTER 5 - ANIMALS, <u>ARTICLE VI. - IMPOUNDMENTS</u>, <u>HEARINGS</u>, <u>APPEALS</u>, <u>SEC. 5-22</u>. - <u>DOG CLASSIFICATION</u>, is hereby amended by deleting the same and replacing it in its entirety and <u>ARTICLE VIII</u>. - <u>LEGAL PROVISIONS</u>, <u>SEC. 5-56</u>. - <u>REPEALER</u> is hereby amended by deleting the same and replacing it in its entirety as follows:

1.

Sec. 5-22. - Dog classification.

- (a) Classification levels. "Classified dog" means any dog that has been classified as either a dangerous or vicious dog pursuant to this article. Classifications are as follows:
 - (1) *Dangerous dog.* Any dog that:
 - a. Causes a substantial puncture of a person's skin by teeth without causing serious injury (see section 5-3); provided, however, that a nip, scratch or abrasion shall not be sufficient to classify a dog as dangerous under this subsection;
 - b. Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury (see section 5-3) to such a person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subsection; or
 - c. While off the owner's property, kills a pet animal; provided, however, that this subsection shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.
 - (2) *Vicious dog*. Any dog that inflicts a severe injury on a person or causes serious injury (see section 5-3) to a person resulting from reasonable attempts to escape the dog's attack
 - (3) Euthanasia for causing serious injury on more than one (1) occasion. Pursuant to O.C.G.A. § 4-8-26, a dog that is found, after notice and opportunity for hearing as provided, however, that no injury occurring before November 1, 2012, shall count for purposes of this subsection.
 - (4) Judge authorized to order euthanasia. Pursuant O.C.G.A. § 4-8-25, the judge of any superior court of competent jurisdiction within this state may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided by this section, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:

- a. The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or
- b. Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.
- (5) Previously classified animals. Any dog classified prior to November 1, 2012, as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog. Any dog classified prior to November 1, 2012 as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this chapter. The owner of any dog classified prior to November 1, 2012 shall come into compliance with all current provisions of this chapter by November 1, 2012.
- (b) *Confiscation*. If an animal control officer has reason to believe that a dog has acted in a manner that justifies a classification as a dangerous dog or a vicious dog, the dog may be confiscated, impounded, classified, and notice provided as set forth below. A law enforcement officer or animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.
- (c) Exceptions. An animal shall not be classified within the meaning of this section if it inflicts injury upon a person when the animal is being used by a law enforcement officer or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous or vicious dog if the person injured by such dog was a person who, at the time was: (1) committing a trespass; (2) was abusing the dog; or (3) was committing or attempting to commit an offense under O.C.G.A. tit. 16, ch. 5.
- (d) Classification by animal control. The animal control officer shall make a determination whether the dog shall be classified a dangerous dog or vicious dog. The owner shall be given notice of the classification pursuant to subsection (e) below. If an owner is unknown or cannot be found, notice shall be made by posting the notice in a conspicuous place at the location where the animal was confiscated.
- (e) *Notice of determination*. The notice to the owner shall meet the following requirements:
 - (1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address and notice shall be complete upon mailing;
 - (2) The notice shall include a summary of the animal control officer's findings that formed the basis for the dog's classification as a dangerous dog or vicious dog;
 - (3) The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request an appeal hearing on the animal control officer's classification of the dog;
 - (4) The notice shall state that the hearing, if requested, shall be before the City of Cartersville Animal Control Board;
 - (5) The notice shall state that if a hearing is not requested, the classification of the dog as a dangerous dog or vicious dog will become effective for all purposes under this chapter on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and

- (6) The notice shall include a form to request a hearing and shall provide specific instructions on mailing or delivering such request to animal control.
- (f) Response to notice. If no owner comes forward in response to the notice provided in subsection (e), the animal shall be kept for five (5) days, and then may be disposed of by animal control, including by humane destruction in accordance with O.C.G.A. § 4-11-5.1. If the owner comes forward and no appeal hearing is requested, the animal may be returned to the owner provided the owner complies with the requirements of this chapter, including payment of fees set forth in subsection (j) and the requirements of section 5-3. If a hearing is requested, the provisions of subsection (g) shall apply.
- (g) Appeal hearing. When the animal control board receives a proper and timely request for an appeal hearing of a classification, it shall schedule such hearing within thirty (30) days after receiving the request; however, such hearing may be continued by the authority for good cause shown. The board shall notify the dog owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing; and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence and in addition, thereto the governing authority or board shall receive such other evidence and hear such other testimony as the governing authority or board may find reasonably necessary to make a determination either to sustain, modify, or overrule the animal control officer's classification of the dog, including the power to impose conditions on continued possession of the dog.
- (h) *Decision*. After hearing the evidence the animal control board shall be empowered to take the following actions:
 - (1) Sustain the animal control officer's classification;
 - (2) Modify the animal control officer's classification;
 - (3) Overrule the animal control officer's classification;
 - (4) Impose conditions or restrictions in addition to the required conditions set forth in this chapter for keeping a classified dog; or
 - (5) Order that the dog be euthanized pursuant to subsection 5-22(a)(3) if the requirements are met.
- (i) Notice of decision. The decision shall be made at the hearing, and within ten (10) days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or vicious dog, the notice shall specify the date upon which that determination is effective. Any specific additional conditions or restrictions shall be set forth in the notice. If the determination is that the dog is to be euthanized pursuant to subsection 5-22(a)(3), the notice shall specify the date by which the euthanasia shall occur.
- (j) Return to owner. In the event the dog is classified as dangerous or vicious dog, (and the dog is not euthanized), the animal shall not be returned to the owner until payment of reasonable

confiscation costs, including an impoundment fee of one hundred dollars (\$100.00), boarding costs of fifteen dollars (\$15.00) per day, and all actual veterinary care costs. In the event the owner has not complied with the provisions of this subsection and also satisfied the requirements set forth in section 5-23 within ten (10) days of the date the dog was classified, said dog shall be destroyed in an expeditious and humane manner in accordance with O.C.G.A. § 4-11-5.1; provided however, upon a showing for good cause, the animal control officer may extend said time up to an additional fifteen (15) days, upon the payment by the owner of the per diem boarding costs for said dog. In the event the dog is ordered euthanized, the animal shall be humanely destroyed any time after five (5) business days after the date of the decision of the animal control board in accordance with O.C.G.A. § 4-11-5.1.

(k) *Judicial review*. Judicial review of the animal control officer's final decision may be had in accordance with O.C.G.A. § 50-13-19, except that venue shall be limited to the Bartow County Superior Court. The filing of the petition for judicial review in superior court does not itself stay enforcement of the board's decision. Except as otherwise provided in this subsection, the animal control director may grant, or the reviewing court may order, a stay upon appropriate terms for good cause shown.

2.

Sec. 5-56. - Repealer.

Upon its effective date, the ordinance from which this chapter derives replaces the prior animal control ordinance, adopted June 15, 2000. In the event this entire chapter is struck down as void, unconstitutional or invalid, including therefore this provision, that prior ordinance shall be considered to not have been repealed and shall therefore still be in effect.

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

EIDGE DE A DDIG

SECOND READING:	
	MATTHEW J. SANTINI, MAYOR

Dog Classification Page 4

ATTEST:		
	MEREDITH ULMER	CITY CLERI



City Council Meeting 2/21/2019 7:00:00 PM Founder's Oak Parking Lot Events

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recomendation:	Sec. 22-9 - 22-25 RESERVED - Founder's Oak Parking Lot, is being amended by deleting this section and replacing it with the attached ordinance.
City Manager's Remarks:	This deleted a section and replaced it with the new Sec. 22-9 concerning the Founder's Oak Parking Lot. The purpose of the change was for better understanding of the usage of Founder's Oak Parking Lot. This is the first reading. Your approval of the ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES</u>. <u>CHAPTER 22. – STREETS & SIDEWALKS</u>, <u>ARTICLE I. – IN GENERAL</u>. <u>SEC. 22-9 – 22-25 – RESERVED</u> is hereby amended by deleting said Section in its entirety and replacing it as follows:

1.

Sec. 22-9. – Founder's Oak Parking Lot.

The Founder's Oak parking lot shall be jointly administered by the public works department and the City of Cartersville Downtown Development Authority.

- (1) The public works department shall administer the Founder's Oak parking lot in the same manner as all other parking lots in the city, except as stated herein.
- (2) The downtown development authority is hereby authorized pursuant to the conditions and requirements as to event, times and dates as determined by the city manager to use the Founder's Oak parking lot for public assemblies and gatherings, festivals and other events as approved by the city.
- (3) The downtown development authority must within two (2) weeks prior to allowing any use of the Founder's Oak parking lot, provide to the public works department a synopsis of the planned activity, dates, times, and anticipated crowds.
- (4) The city reserves the right at the sole discretion of the city manager to cancel any event planned at the Founder's Oak parking lot if in his/her opinion it is necessary to protect the public health, safety, and welfare of the inhabitants of the city and/or the anticipated or actual users and use of the Founder's Oak parking lot.

2.

Sec. 22-10 through 22-25. Reserved.

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:	
	MATTHEW J. SANTINI, MAYOR
ATTEST:MEREDITH ULMER, CITY CLERK	



City Council Meeting 2/21/2019 7:00:00 PM Special Events to Chapter 11 Misc Provisions

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recomendation:	Chapter 11 - Miscellaneous Provision and Offenses is being amended by adding a new ordinance regarding a special event policy.
City Manager's Remarks:	This ordinance allows for entities wishing to use City property for a special event a process in which to do so. It establishes clear direction on the proper protocol to secure a City area for a special event. This is a first reading. Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance	no.	

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES</u>. <u>CHAPTER 11 – MISCELLANEOUS PROVISIONS AND OFFENSES</u>. is hereby amended by adding a new ARTICLE XII. – SPECIAL EVENTS. as follows:

1

ARTICLE XII. - SPECIAL EVENTS

Sec. 11-231. - Special event policy.

It shall be unlawful for any special event to occur in the city without a validly issued special event permit and full compliance with the provisions of the city's special event policy, which provisions shall be promulgated by the city manager and be made available to applicants upon request. For the purposes of this chapter, special event means any organized for-profit or nonprofit activity having as its purpose a charitable event, entertainment, recreation and/or education which (i) takes place on public property or (ii) takes place on private property, but requires special public services and which is permitted by the city under this article. Gatherings or activities that take place on private property and that make no use of city streets, other than for lawful parking, are not subject to the provisions of this article, but shall comply with all other requirements specified by ordinance as to the use of residential property.

By way of example, special events include, but are not limited to; fairs, tours, grand opening celebrations, races, religious and charitable events, rallies, assemblies, festivals, holiday celebrations, bicycle runs, and block parties. Private social gatherings which will make no use of city streets other than for lawful parking are not included. Garage sales, lawn sales, rummage sales, flea market sales, or any similar casual sale of tangible personal property are not included.

This ordinance is not applicable to events that are governed by the following provisions of the City of Cartersville Code of Ordinances:

- 1. Chapter 15. Parks and Recreation. Article III. Festivals;
- 2. Chapter 22. Street and Sidewalks. Article II. Parades;
- 3. Chapter 22. Street and Sidewalks. Article V. Solicitation Permits;
- 4. Chapter 10. Licenses, Taxation, and Miscellaneous Business Regulations. Article XVI. Media Productions and Permits.

For the purposes of this chapter, a producer is any person responsible for planning, producing and conducting a special event.

Page 1

Sec. 11-232. - Penalties for violation.

Violation of any of the sections of this article or any part thereof shall be punished as provided in section 1-6.

Sec. 11-233. - Liability.

- (a) At the discretion of the city, prior to issuance of a permit, the producer shall provide to the city proof of comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$300,000.00 personal injury per person, \$1,000,000.00 maximum, and \$100,000.00 property damage against all claims arising from permits issued pursuant to this article.
- (b) The producer of any special event shall provide a written agreement in a form satisfactory to the city providing the producer shall defend, pay, and save harmless the city, its officers, employees, and agents from liability of all personal or property damages arising from any acts or omissions emanating from a special event and from any and all claims, attorney fees or lawsuits for personal injury or property damage arising from or in any way connected to the special event. The agreement shall be filed with, and made a part of, the application form.
- (c) The city, its officials, employees, or agents shall not incur any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit has been issued. The city, its officials, employees, or agents shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property.

Sec. 11-234. - Vendors of food and merchandise.

- (a) The sale or provision of food and/or merchandise by vendors or producer shall be allowed as a component of a special event provided each vendor is authorized to participate in writing by the producer of the event and provided further each vendor shall be subject to all conditions and limitations as shall be imposed in writing by the producer and submitted as part of the application for a permit.
- (b) The producer of a special event shall have sole responsibility and control of all food and merchandise vendors as a component of a special event and to designate the location and activities of such vendors.
- (c) Authorized vendors of the producer, providing food and/or merchandise, shall not be required to obtain a separate vendor permit to operate during the special event.
- (d) Notwithstanding the provisions of subsection (c) of this section, food vendors authorized by the producer shall be required to comply with rules and regulations of the county health department as to the preparation and service of food.

Sec. 11-235. - Miscellaneous provisions regarding vendors.

(a) Each vendor authorized by the producer of the special event shall prominently display on his or her person a badge provided by the producer and identifying the vendor as an authorized

- participant in the special event which shall bear the signature of the producer or his designated agent.
- (b) It shall be unlawful for any vendor not authorized by the producer as provided herein to engage in any business within a distance of 100 yards of the special event from one hour before the start of the special event, and until one hour after the special event.
- (c) A special event permit granted by the city may provide for the city to close designated streets and intersections to allow use of the public right-of-way for the special event during designated hours and days. The producer shall bear all responsibility for having all vendors remove any structures and all trash and debris from the designated area by not later than the time stated under the permit for re-opening of all streets.

Sec. 11-236. - Other permits.

- (a) The purpose of this article is to allow the city's departments and staffs to review an application for a special event permit outside the regular ordinance standards in order to determine how disruptive a special event may be to the ordinary use of parks, public streets, rights-of-way, or sidewalks and to make recommendations and allowances.
- (b) Notwithstanding subsection (a) of this section:
 - (1) Alcohol is not allowed as part of the event; and
 - (2) Fireworks are not allowed as part of the event.

Sec. 11-237. – Application.

- (a) An application shall be submitted to the city manager or their designee on forms to be provided by the city. The applicant at a minimum shall include the following information:
 - (1) Event title;
 - (2) Event description and purpose;
 - (3) Event location;
 - (4) Event Type;
 - (5) Are roads or driveways being requested to be closed;
 - (6) Facilities provided;
 - (7) Security and security plan;
 - (8) Time and date;
 - (9) Restroom facilities;
 - (10) History of event;
 - (11) Estimated attendees;
 - (12) Applicant/contact information;
 - (13) Insurance
 - (14) Type of entity;
 - (15) Signage;
 - (16) Vendors, food or otherwise;
 - (17) Medical plan;
 - (18) Trash, recycling, and clean-up plan; and
 - (19) Indemnification to the City.

(b) The city manager or his/her designee shall approve or deny applications based on the requirements herein.

Sec. 11-238. - Denial or revocation of a special event permit.

- (a) Reasons for denial of a special event permit include, but are not limited to:
 - (1) The special event will unnecessarily disrupt traffic within the city beyond practical solution;
 - (2) The special event will interfere with access to fire stations and fire hydrants;
 - (3) The location of the special event will cause undue hardship to adjacent businesses or residents;
 - (4) The special event will cause unnecessary disruption of public services which would unreasonably impact the remainder of the city;
 - (5) The application contains incomplete or false information;
 - (6) The producer fails to comply with any terms required by this article;
 - (7) The special event is not compatible with surrounding uses; and
 - (8) Proposed security, traffic, attendance, medical is not sufficient for said event.
- (b) Reasons for revocation of a special events permit include, but are not limited to:
 - (1) False or incomplete information on the application;
 - (2) Failure to comply with all terms and conditions of the permit;
 - (3) Failure to arrange for or adequately remit all fees, deposits, insurance or bonds to the city; and
 - (4) Existence of disaster, public calamity, riot or other emergency as the city determines, in its sole discretion, to be an impact upon the public health, safety and welfare.
- (c) Further, a special event permit may be denied, suspended, or revoked by the city, if the chief of the police department, the chief of the fire department, public works director, or their designees, determines that the health, welfare, or safety of the public may be endangered.

Sec. 11-239. - Appeals.

- (a) Any producer whose special event permit application has been denied or revoked may request in writing a review of this decision by the city manager. This request must be in writing and received by the city manager within five days of the permit denial or revocation. In the event said permit was initially denied by the city manager, the producer may skip the appeal process indicated in paragraphs (a) and (b) and directly go to the process outlined in paragraph (c) herein.
- (b) The city manager shall review the application and reasons for the denial or revocation of the special event permit and shall issue a decision, within five days, whether to uphold or reverse the previous decision and grant or reinstate the permit with such additional conditions as the city manager may deem justified by the evidence.

(c) Should the producer be dissatisfied with the decision of the city manager, an appeal may be filed with the mayor and city council within five days of the decision of the city manager. The mayor and city council shall set a hearing date within 30 days of receiving an appeal. At the hearing, evidence may be submitted by the producer addressing why the permit should have been granted or not revoked and by the city manager addressing why the permit was denied or revoked. The city council shall determine whether the denial or revocation of the permit is justified, or it may reverse the previous decision and grant or reinstate the permit with such additional conditions as deemed justified by the evidence.

Sec. 11-240 – 11-249. Reserved.

RE IT AND IT IS HERERY ORDAINED

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.

DE II AND II IS HEREDI ORDAINED	
FIRST READING: SECOND READING:	
	MATTHEW J. SANTINI, MAYOR
ATTEST: MEREDITH ULMER, CITY CLERK	

City Council Meeting 2/21/2019 7:00:00 PM Festival Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recomendation:	Keith made adjustments to the existing Festival Ordinance at the request of Council. Some of the changes are meant to reflect the current process for which festivals are approved. Additionally, the Planning & Development Department will be required to review said applications and "controlled festival zone" maps. The Alcohol Control Board did review the changes and does recommend approval of the changes.
City Manager's Remarks:	This cleans up the language in the Festival Zone ordinance as well as changes the process of which festivals are approved. The Alcohol Control Board did recommend approval of the ordinance changes. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ord	inance	no.	

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES</u>. <u>CHAPTER 15. – PARKS & RECREATION, ARTICLE III. - FESTIVALS</u> is hereby amended by deleting said Article III in its entirety and replacing it as follows:

1.

Sec. 15-50. - Purpose.

The following are general rules for conducting or regulating festivals in the City of Cartersville, Georgia.

Sec. 15-51. - Definitions.

Words and terms used in this article are defined as follows:

Alcoholic beverage. Means and includes, but is not limited to, malt beverages, wine and spirituous liquor as defined in this section.

Controlled zone. A zone within the festival area in which special regulations may apply as recommended in each case by the Festival Manager and authorized by the Planning and Development Director which shall include including wristband or other means of identification of persons authorized to purchase and hold in possession alcoholic beverages in a public park or street.

Festival. A program of cultural, economic development, tourism, and/or entertainment events open to the general public and taking place either fully or in part on public streets, thoroughfares, parks, squares, or other public property in connection with a community festival. To be regulated by this article, each such festival must be designated as a festival by the mayor and city council.

Festival area. The area specifically designated and defined by the mayor and city council as the location of festival events and activities.

Festival Manager. Means the individual designated as provided herein in the application for a Festival as the Festival Manager and shall be the individual responsible for compliance of all requirements of this Ordinance. The Festival Manager shall be responsible for preparing the application, organizing and setting up the Festival, contracting with all vendors, providing insurance as required herein, retaining caterers, receiving all required permits and licenses, providing security, and clean-up after the Festival. The Festival Manager shall be the Cartersville Downtown Development Authority Director or designee of the Downtown Development Authority Director or board, unless otherwise designated by the Mayor and City Council

Sec. 15-52. - Designation of a community festival.

On the recommendation of the city manager, the mayor and city council may designate and name certain community festival days and locations, and during such festival days, authorize cultural and entertainment events and initiate the regulatory provisions of this article within the festival area. Upon designation of a festival day, an application as provided for herein shall be submitted by the Festival Manager.

Sec. 15-53. - Designation of a festival area, Manager and Alcohol sales.

The mayor and city council shall designate the festival area, festival manager, and whether alcohol sales are to be allowed in the resolution that designates the event as a festival and have the right to add any regulations, or requirements generally for festivals or per any specific festival listed therein

Sec. 15-54. – Application and Guidelines.

- (a) Applications must be submitted on forms approved by the City of Cartersville for use by the Cartersville Downtown Development Authority.
- (b) All applications, besides approval by the Cartersville Downtown Development Authority, shall be approved by the following:
 - (1) Parks & Recreation Director or designee, or Planning & Development Director or designee, as appropriate; and
 - (2) If Street Closures the Chief of Police, Fire Chief, and Public Works Director.
- (c) All applications must include at a minimum the following, though additional information may be required by the Cartersville Downtown Development Authority and City of Cartersville Planning & Development Director, Chief of Police, Fire Chief and Public Works Director and City of Cartersville Parks & Recreation Director:
 - (1) Name of entity;
 - (2) Address and phone number;
 - (3) Sponsoring organization and contact information;
 - (4) Event history;
 - (5) Event hours and anticipated attendance;

- (6) Description of event;
- (7) If sound what amplification will be used;
- (8) List of vendors;
- (9) Plans for clean-up
- (10) Plans for restroom facilities;
- (11) Insurance Requirements;
- (12) If streets and public property is to be closed;
- (13) Anticipated security needs, though the City of Cartersville will upon issuing the permit state security requirements; and if the City law enforcement on duty or off duty personnel are needed, off duty personnel are required for all festivals that alcohol is served;
 - (14) Deposits;
 - (15) Traffic and parking plans;
- (16) An indemnification of the City of Cartersville and Cartersville Downtown Development Authority;
 - (17) Alcohol sales, the hours, method of checking identification, type,

and caterer.

Sec. 15-55. Rules and Regulations.

The following rules and regulations are to apply to all applications and events

- 1. All reservations are made on a first come, first served basis. Events renting all of the downtown square will not be scheduled on back to back weekends.
- 2. Reservations may be made up to 1 year in advance of event, based on availability.
- 3. Reservations are NOT guaranteed until ALL paperwork is approved by Cartersville Downtown Development Authority staff and security deposit is received.
- 4. All rental applicants must provide a rider for liability insurance at least 30 days in advance of the event listing City of Cartersville as additional insured with at least \$1,000,000 of coverage.
- 5. Deposit, rental fee, and insurance MUST be paid/provided no later than 30 days before the event.
- 6. Events that have not produced required payment and/or rental documentation 30 days prior to event will be subject to cancellation.
- 7. Changes or cancellations must be made at least thirty (30) days in advance of the event in order to receive refund (less a \$10.00 processing fee).

- 8. The Cartersville Downtown Development Authority Director reserves the right to deny approval of any application provided that it is no more than one (1) week after receipt of documentation. Recurring events require approval from the Cartersville Downtown Development Authority Board.
- 9. The Cartersville Downtown Development Authority Director reserves the right to revoke reservations for issues such as failure to comply with this policy or any determination that use of the facility presents a danger to the public or the City.
- 10. Any violation of this policy or any City ordinance may result in forfeit of deposit and in sponsoring organization being banned from use of downtown facilities for future events.
- 11. Businesses within the historic downtown district do not have to pay rental fees unless the business exceeds four (4) events in one calendar year. 501(c)(3) & (c)(6) non-profit organizations are eligible for reduced rates with proof of non-profit status.
- 12. All events are to end by 11:00 p.m. unless alternate arrangements are made in advance with the Cartersville Downtown Development Authority.
- 13. No parking fees can be charged to attend event.
- 14. All trash must be placed in lidded rolling trashcans or dumpster receptacle next to old Fire Station at end of event. The open metal trash cans on site are NOT to be left full of trash.
- 15. There are NO storage facilities at the Cartersville Welcome Center/Cartersville Downtown Development Authority. ALL decorations, sound equipment, food, et cetera must be brought in the day of the function and removed at the end of the rental period. The Cartersville Downtown Development Authority accepts no responsibility for items left of premises.

Sec. 15-56. Fees

- (a) The Mayor and City Council authorizes the Cartersville Downtown Development Authority to assess fees not to exceed One Thousand Five Hundred (\$1,500.00) Dollars for the rental of the following areas for festivals:
 - (1) Friendship/Pedestrian Plaza;
 - (2) Founders Oak Parking lot;
 - (3) North Wall Street Parking Lot;
 - (4) South Wall Street Parking Lot;
 - (5) Other areas of downtown.
- (b) The Parks and Recreation Director is authorized to establish a fee for festivals in the City Parks, and shall keep said schedule in his/her office.

Sec. 15-57. - Designation and management of controlled zone.

(a) approval of a Festival by the Mayor and City Council, and receipt of an approved application the Planning Director may designate one (1) or more controlled zones within the festival area, and shall determine regulations and controls which will be specific for

each designated controlled zone. Such regulations and controls may include, but are not limited to the following:

- (1) Designation of controlled festival zone. Identifying designated controlled zone(s) by means of prominent signage or fencing placed around the perimeter of the event area at entrance and exit points indicating that alcohol cannot be taken beyond the boundaries of festival zone with violators being subject to ticketing or other enforcement actions.
- (2) *Identification, entrance criteria*. Entrance criteria may include, but are not limited to, prohibiting persons from entering with weapons (if allowed under Georgia law), alcoholic beverages, pets, skates, bicycles, and other items which may be dangerous, disruptive, or inconvenient in crowded conditions, and prohibiting entry by persons appearing to be intoxicated. The designated event manager also reserves the right to remove persons from the festival zone who are deemed to be in violation of posted entrance criteria or festival zone rules.
- (3) Identification, consumption of alcoholic beverages. Requiring wristbands or other means of identifying persons who have displayed proof of attaining the age of twenty- one (21) years, and who are authorized to purchase or hold in possession alcoholic beverages within the controlled zone, both within and outside of licensed alcoholic beverage establishments. A fee may be charged for such wristband if included in the application and approved by the Planning and Development Director. The transfer of wristband from one person to another person is prohibited and if a violation occurs, the wristband will be forfeited. Displaying such a wristband does not relieve alcoholic beverage licensee or servers of responsibility for determining if a person has attained the age of twenty-one (21) years before dispensing alcohol to that person. The Festival Manager shall be responsible for compliance of this requirement.
- (4) Containers, cups. Any establishment serving alcoholic beverages where the individuals purchasing said beverages will be walking around in the containment area shall only serve the alcoholic beverage in a disposable cup. Disposable cups must be composed of a material that is not glass, ceramic, aluminum, or other hard substance. Plastic or Styrofoam cups are allowed. The city also reserves the right to determine additional regulations in regards to the containers/cups when approving the festival. The City of Cartersville and/or the Cartersville Downtown Development Authority may require all vendors and festival participants to use disposable cups furnished by them, and may assess a fee therefore.
- (5) Transport of alcoholic beverages into or out of a designated controlled zone. The transport of alcoholic beverages for personal consumption either into or out of any designated controlled zone is prohibited.
- (6) *Vendors*. The designated festival manager and/or the downtown development authority will be responsible for approving or not approving the vendors/establishments that seek participation in the festival.
- (b) *Insurance*. Any organization authorized to organize and manage festival activities within a controlled zone shall take out and keep in force for all activities associated with such event a special events liability policy. Such policy shall provide the following:
- (1) *Minimum coverage limits:* The city manager will establish adequate minimum coverage limit depending on the scope of festival.

- (2) Named as additional insured: The City of Cartersville, and its officers, employees and agents shall be named as additional insureds. In some cases other local, state, and federal governments or private individuals or corporations may be required to be named as an additional insured if the property is leased, is under lease, or private property is being used to conduct the festival.
- (3) Certificate of insurance: A certificate of insurance shall be issued to the additional insured at least five (5) days prior to the beginning of the event. Such certificate shall be on a standard form and will provide for notification of the additional insured within ten
 - (10) days of termination of coverage.
- (4) Coverage shall include claims for damages because of bodily injury and for DRAMSHOP liability.

Sec. 15-58. - Restricting hours of alcohol sales.

Hours of alcohol sales will be set forth in the application establishing the festival, but in no event shall they begin before 8:00 a.m. and must end by 11:00 p.m. and are subject to the approval of the Planning and Development Director.

Sec. 15-59. - Qualified vendors.

All qualified vendors must have a City of Cartersville pouring license or have completed the application process for a temporary City of Cartersville pouring license and a State of Georgia alcohol license prior to the event date. Temporary permits are issued to qualified vendors in accordance with regulations as set forth in section 4-130 of the Cartersville Code of Ordinances.

Sec. 15-60. - Permit.

Permit applications may be obtained from the Parks and Recreation Department or the Cartersville Downtown Development Authority, as appropriate before requesting approval to organize and/or conduct a festival. Additional approval of the Parks and Recreation Director shall be required for any festivals at City Parks and Recreation facilities.

Sec. 15-61. - No waiver.

Nothing contained herein shall waive the sovereign immunity of the City of Cartersville as currently existing or as may be hereafter amended. Further, this article shall not constitute a waiver or modification of state law, city ordinances or federal law.

Sec. 15-62. – Event Manager.

The Festival Manager for events may designate an Event Manager whom shall be responsible for all requirements contained in the application, the City of Cartersville Code of Ordinances, and the permit(s) issued. The Events Manager must either be covered by the insurance provided for with the approval of the Festival or provide its own insurance which meets the requirements herein and/or the Cartersville Downtown Development Authority, whichever is greater. The appointment of an Events Manager does not release the Festival Manager of any of its obligations.

Secs. 15-63—15-80. - Reserved.

RE IT AND IT IS HERERY ORDAINED

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.

DL	11 MIND II IS HEREDI ORI	MINED	
	FIRST READING:		
	SECOND READING:		
		Matthew J. Santini, Mayor	
Attest:			
f 1:.1 T	The City Class	<u></u>	
vieredith L	Ilmer, City Clerk		



City Council Meeting 2/21/2019 7:00:00 PM

SU19-01: 4 S. Tennessee St. Applicant: Patricia Holt. Special Use Permit Application for a Microbrewery in the M-U District. Property Contains Approx. 0.38 Acres.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests	
Department Name:	Planning and Development	
Department Summary Recomendation:	The applicant wishes to open and operate a microbrewery in a portion of the building located at 4 S. Tennessee St. In 2018 per text amendment T18-06, the City updated the zoning ordinances to allow microbreweries in certain zoning districts with a Special Use Permit. This includes the M-U (Multiple Use) district.	
City Manager's Remarks: This is a Special Use Permit for an applicant who wants to ope a microbrewery. Planning Commission did recommend approach This is the first hearing.		
Financial/Budget Certification:		
Legal:		
Associated Information:		

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU19-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Patricia Holt

Representative: <u>Patricia Holt</u>

Property Owner: David Holt & Scott Hamilton

Property Location: 4 South Tennessee Street (C001-0014-005)

Access to the Property: East Cherokee Avenue and Tennessee St.

Site Characteristics:

Tract Size: Acres: 0.38 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: <u>Microbrewery</u>

Current Zoning of Adjacent Property:

North: M-U (Multiple Use)
South: M-U (Multiple Use)
East: M-U (Multiple Use)

West: DBD (Downtown Business District)

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

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

2. City Department Comments:

Electric: Takes no exception.

Fibercomm: Takes no exception.

Fire: Cartersville Fire Department takes no exceptions to the special use request provided that all adopted codes and ordinances are met.

Comments are from concept meeting and may change based on architectural drawings: A full set of stamped architectural plans are required for the building due to change of occupancy type. Plans shall be in accordance with the adopted codes and ordinances of the city of Cartersville. Separate fire sprinkler and fire alarm plans are required also. Based on occupancy load (if over 100), all plans may need to be reviewed by state fire marshal's office (SFMO) and a certificate of occupancy issued by SFMO. Occupancy load is based on square footage (2012 NFPA 101), not seats, unless fixed seating is used. Any other occupancy specific requirements based on occupancy type or use.

Gas: Takes no exception.

Public Works: As typical, development standards including, but not limited to our floodplain ordinance and stormwater ordinance will need to be met. It appears that this building is located at least one foot above the existing local floodplain and at/or above the future floodplain. However, this may need to be proven, as it is considered to be adjacent to the local floodplain. Also, if the improvements are less than 50% of the value of the property, then only possible additions would need to meet these flood ordinance standards. In addition, if there is 5,000 sf of impervious redevelopment at this property, then stormwater will need to be addressed.

Water and Sewer: This property is located in the City of Cartersville Water Department's water service

area. The requested Special Use application will not affect water service to this site.

This property is located in the City of Cartersville Water Department's sewer service area. The proposed beverage serving establishment may require a grease trap. The owner is responsible for providing operation details for determination. The discharge from the brewery operation will be required to comply with the Cartersville Water Department's sewer discharge ordinance. The applicant is encouraged to schedule a meeting with the Water Department at the earliest possible date to discuss waste water characteristics.

3. Public Comments: No comments received.

4. Special Use Review

The applicant wishes to open and operate a microbrewery in a portion of the building located at 4 S. Tennessee St. In 2018 per text amendment T18-06, the City updated the zoning ordinances to allow microbreweries in certain zoning districts with a Special Use Permit. This includes the M-U (Multiple Use) district.

Details of the proposed microbrewery:

- Building Square Footage: 6,451.
- Outdoor Patio: +/- 200sf.
- Max. Occupancy: 100 or less including 60 fixed seats.
- Hours of Operation: Wed-Thurs: 4-10pm. Fri-Sat: 4-11pm. Sun: 12:30-9pm.
- No kitchen for food preparation. Proposal includes using 3rd party vendor like a food truck as needed.
- Parking: 50 spaces to rear of building and DBD public parking spaces.
- Distance to Cartersville High School: 1015ft.
- Distance to Tabernacle Church: 506ft.

Per the department comments, all building codes and development standards are required to be met. These requirements will be addressed during the plan review process. City electric, fiber, natural gas, and water/ sewer utilities are available to serve the business.

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

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

6. How General Standards Are Met:

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

How Standard #1 has / will be met: No negative effect to traffic along adjoining streets is expected due to hours of operation.

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

How Standard #2 has / will be met: Approx. (50) onsite parking spaces at rear of building and DBD public 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: Wed-Thurs: 4-10pm. Fri-Sat: 4-11pm. Sun: 12:30-9pm.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting provided as required by ordinance or safety needs.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: <u>Via Tennessee St and Cherokee Ave. Multiple doors for building.</u>

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: Adjacent properties are in the M-U district and contain office or commercial retail operations.

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

Sec. 16.4.19. Breweries. Breweries, including accessory tasting rooms.

(a) Production shall be in a wholly-enclosed building: Production will be in a wholly enclosed building. Map attached.

- (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. There are no residential uses or districts within 50ft. Map attached.
- **<u>8. Staff Recommendation</u>**: No objection to special use request. All building code and development standard requirements must be met per staff comments.

9. Planning Commission Recommendation:

Recommends Approval (4-0)



LOCATION MAP



Overview Ф

Legend

Parcels

Roads

City Labels

Parcel ID C001-0014-005 Sec/Twp/Rng Property Address 4 S TENNESSEE ST

Class Acreage Owner Address TENNESSEE INVESTMENT PROPERTIES LLC 18 W MAIN STREET CARTERSVILLE GA 30120

District Cartersville **Brief Tax Description** LL 456 D 4

Cartersville

(Note: Not to be used on legal documents)

Alternate ID 31893

Commercial

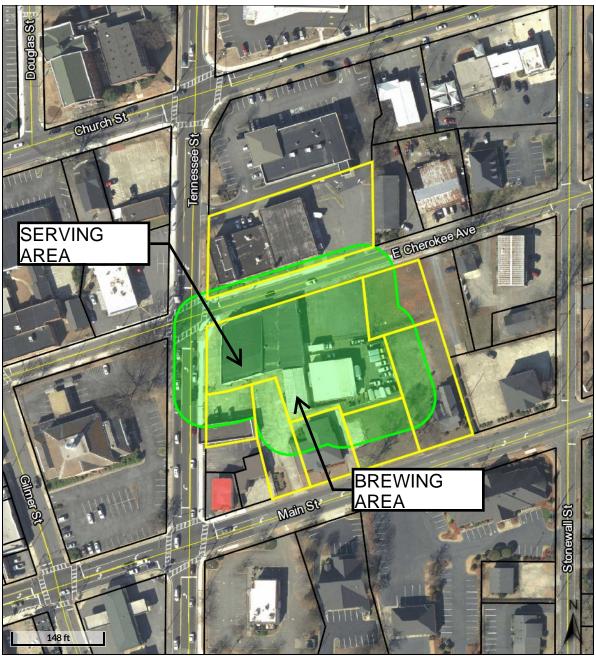
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Date created: 1/30/2019 Last Data Uploaded: 1/29/2019 9:15:21 PM





BUFFER MAP



Overview ₽ Legend Parcels

Roads

City Labels

Date created: 2/14/2019 Last Data Uploaded: 2/13/2019 9:25:08 PM





50FT. BUFFER. NO RESIDENTIAL USES OR DISTRICTS WITHIN 50FT. OF MICROBREWERY PARCEL.

em # 8

Case Number: SUI9-01

City of Cartersville	Date Received: 1/3/19
Public Hearing Dates: Planning Commission 2/12/19 1st City C	ouncil 2/21/19 2 nd City Council 3/7/19
5:30pm	7:00pm 7:00pm
Applicant Patricia HOLT (printed name)	
Address PO BOX 3939	Mobile/Other Phone 916-316-9138 Lip 30120 Email Daholt/128 gmail. Com
I_NA	Phone (Rep)
Representative's printed name (if other than applicant)	Email (Rep)
Representative Signature Ap	plicant Signature
Signed, sealed and delivered in the same of:	My commission expires: 4-74-70
Mercalt Such & R Notary Public exp: 4-3200	
Manthe	
* Titleholder Ph (titleholder's printed name)	one
Address Em	nail
Signature	
Signed, sealed, delivered in presence of:	My commission expires:
Notary Public	
Present Zoning District M-U	11th 2nd
Acreage 0.38 Land Lot(s) 456	
Location of Property: 45 Tennessee St. (street address, nearest intersection)	ions, etc.)
Reason for Special Use Request: Brewery	
1	
(attach additio	onal statement as necessary)

Application for Special Use

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

tem # 8

Application for Special UseCity of Cartersville

Case Number: 5019-01
Date Received: 13/19

Public Hearing Dates:		
Planning Commission		City Council
5:30pm	7:00pm	7:00pm
Applicant(printed name)	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 	
Address	9	
City State _	ZipEmail	
Representative's printed name (if other than appl	Phone (Rep) icant) Email (Rep)	
Representative Signature	Applicant Signature	
Signed, sealed and delivered in presence of:	My commission expires:	
Notary Public		
* Titleholder AUI S. HOLT (titleholder's printed name) Address 2/8 W. AVE EA 3 0/24 Signature	Phone 404-307-4677	endst.com
Signed, sealed, delivered in presence of: Notary Public Brio fow Coun	My commission expires:	3-26-21
Present Zoning District		
Acreage Land Lot(s) Location of Property:	District(s) Section(s)	
(street address, nearest	intersections, etc.)	
Reason for Special Use Request:		
(atta	ch additional statement as necessary)	

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

Application for Special Use

sealed delivered in presence of:

City of Cartersville Date Received: **Public Hearing Dates:** Planning Commission _____ 1st City Council _____ 2nd City Council

5:30pm 7:00pm 7:00pm Applicant_ Office Phone (printed name) Address Mobile/ Other Phone _____ ______ State _____ Zip _____ Email _____ Phone (Rep) Representative's printed name (if other than applicant) Email (Rep) Representative Signature Applicant Signature Signed, sealed and delivered in presence of: My commission expires: **Notary Public** * Titleholder _ (titleholder's printed name)

Bartow County Notary Public Present Zoning District _____ Acreage _____ Land Lot(s) _____ District(s) _____ Section(s) _____ Location of Property: ___ (street address, nearest intersections, etc.) Reason for Special Use Request: _____

My commission expires: 3.26.2/

(attach additional statement as necessary)

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

Item # 8

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:

Has the applicant within the five (5) years ign contributions aggregating \$250.00 or n		
Mayor: Matt Santini	YES	NO X
Council Member: Ward 1- Kari Hodge	<u></u>	
Ward 2 - Jayce Stepp	}	<u>X</u>
Ward 3- Cary Roth Ward 4- Calvin Cooley	-	- X -
Ward 5- Gary Fox		<u> </u>
Ward 6- Taff Wren		<u>X</u>
Planning Commission		
Greg Culverhouse	/	<u>X</u>
Harrison Dean	8 -1	_X _
•	1	_ <u>X</u> _
	(>-
•	(1)	-
Stephen Smith	8======	_
Lamar Pendley Lamar Pinson Travis Popham Jeffery Ross Stephen Smith If the answer to any of the above is Yes , pl		whom the dollar

Date

Item #8

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

Use applied for:

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.

Mrs Rayland

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.

MICRO DIEWERY
Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.
How Standard #1 has / will be met:
Parking lot to the back of the building. There will
not be any parking available in front so traffic will not
be an issue on Tennessee St.
Standard #2: The availability, number, and location of off-street parking.
How Standard #2 has / will be met:
There are SD+ parking spaces in our back lot. In addition there are numerous areas to park adjacent to the property
there are numerous areas to park adjacent to the property
Standard #3: Protective screening.
How Standard #3 has / will be met:
Guardrail will be installed around front Datio area.
We will also provide planters with greenery.

Applicant or Representative

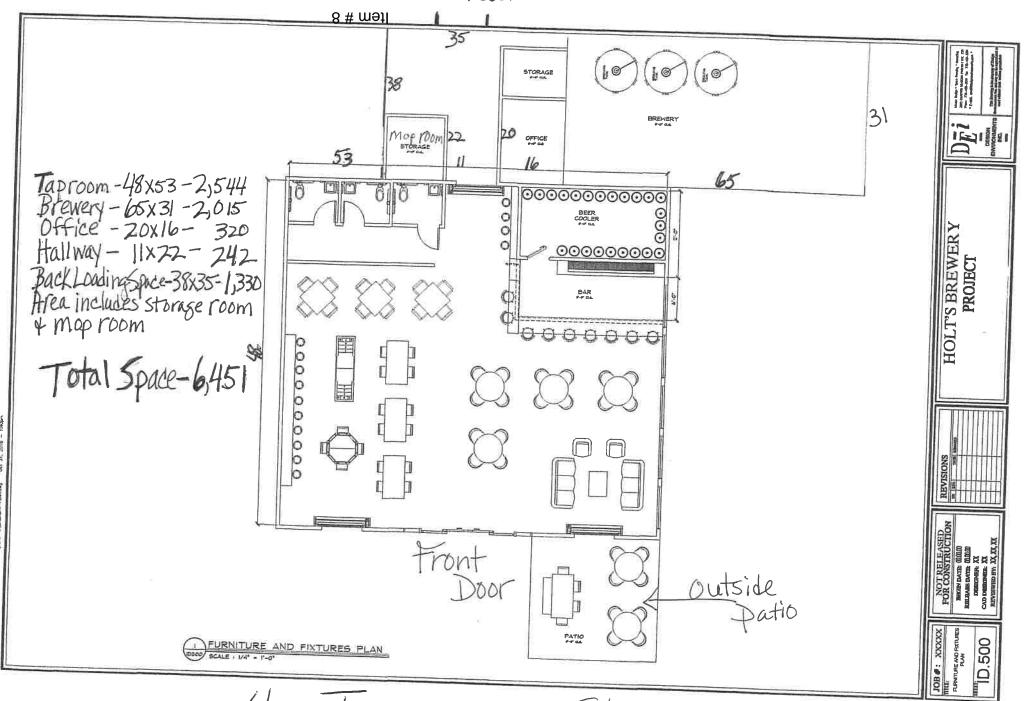
Date

CARTERSVILLE NEWSPAPERS

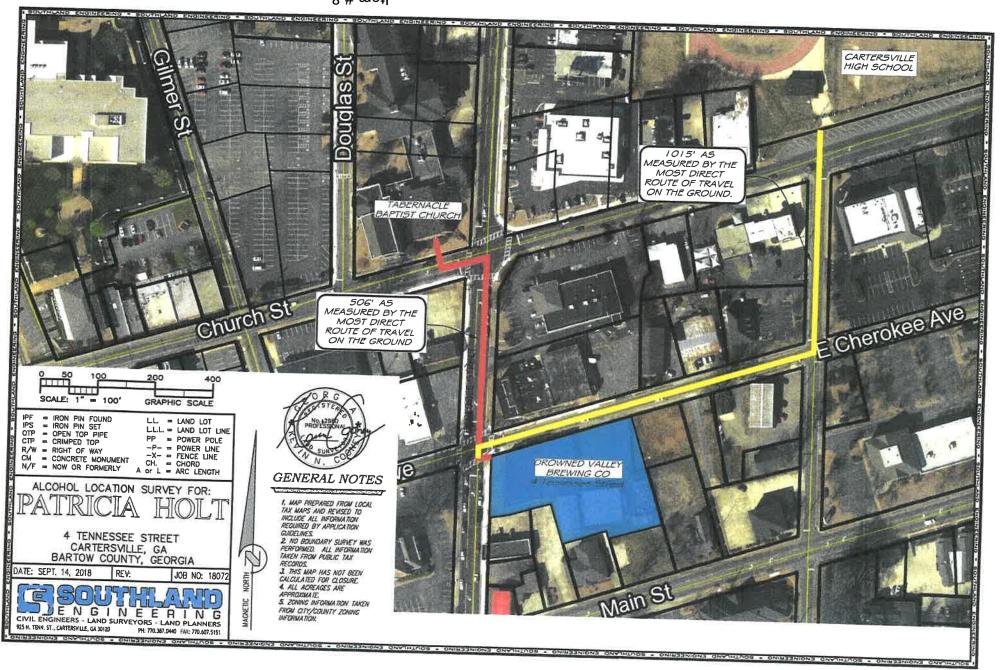
• The Daily Tribune • The Herald-Tribune • The North Bartow News

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Backdoor



4 Tennessee St.





















City Council Meeting 2/21/2019 7:00:00 PM

Z18-04: 25 Baker St. Applicant: RB Estates, LLC. Rezoning from R-7 to M-U (Multiple Use). Property Contains Approx. 1.3 Acres.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests		
Department Name:	Planning and Development		
Department Summary Recomendation: This request is to rezone property located at 25 Baker St from (Single Family residential) to M-U (Multiple Use) to constitute (2)-4 plex rental units, eight (8) units total. Currently, the zoning will not permit the multi-family project. The R-7 zon limits residential development to single family detached dw			
City Manager's Remarks: The proposed use introduces a housing option that is in high demand. Planning Commission did recommend approval (3-2) This is the first hearing.			
Financial/Budget Certification:			
Legal:			
Associated Information:			

ZONING SYNOPSIS

Petition Number(s): **Z18-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: RB Estates, LLC Representative: Steve Ragas Property Owner: RB Estates, LLC Property Location: 25 Baker Street Access to the Property: **Baker Street** Site Characteristics: Tract Size: Acres: 1.31 +/- District: 4th Section: 3rd LL(S): 453 Ward: 4 Council Member: Calvin Cooley LAND USE INFORMATION Current Zoning: **R-7** (Single Family Residential) Proposed Zoning: M-U (Multiple Use) **Multi- Family Residential (Two- 4 plex units)** Proposed Use: Current Zoning of Adjacent Property: North: M-U (Multiple Use) and R-7 (Single Family Residential) South: **R-7** (Single Family Residential) **R-7** (Single Family Residential) East: R-7 (Single Family Residential) West:

The Future Development Plan designates the subject property as: Neighborhood Living.

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

ZONING ANALYSIS

Project Summary (Revised):

As of February 1st, 2019, the following actions have occurred that were associated with factors in the decision to table the original application:

- 1. On October 1, 2018, Ms. Rita Copeland sold her estate property at 25 Wofford St. to Perez Brothers Investments LLC who has renovated the property and listed it for sale;
- 2. On December 14th, Mr. Ragas, applicant, purchased 25 Baker St. from the Church of the Living God;
- 3. In January 2019, Mr. Ragas provided a letter to the City from his attorney summarizing why no prescriptive easement existed across the 25 Baker St. property from 25 Wofford St. Driveway access from 25 Wofford St to Baker St. was a point of contention in the first public hearing.

The applicant, RB Estates, LLC, wishes to construct two (2)- 4 plex rental units, eight (8) units total. Currently, the R-7 zoning will not permit the multi-family project. The R-7 zoning limits development to single family detached dwellings for residential projects. The applicant submitted similar, but revised, site and building plan concepts dated November 2018 for this hearing. See attached.

Across Baker Street adjacent to the NE corner of the property is the western boundary of the M-U (Multiple Use) district that generally incorporates an area from Jones St east to the CSX rail line and from Church Street north to Aubrey Street. The M-U district permits a variety of lot sizes and housing options including single family detached, single family attached, townhomes, and multifamily.

The Neighborhood Living character area description and development strategies for this area encourage a variety of housing options, but new projects must be compatible and complementary to the surrounding housing types. With the exception of the Housing Authority's attached residential units, the adjacent housing types are single family detached homes constructed, generally, in the style of brick ranch. The proposed housing product would have to be compatible and complementary in style, scale and materials to the adjacent homes.

The community safety concerns that were mentioned in the initial public hearing will be addressed through site development and by Mr. Ragas as the owner/ manager of the property.

Also, in theory, 25 Baker St could be subdivided into eight (8)- 7,000 sf properties as currently zoned if certain variances were to be granted. Constructing (8) attached units on the 1.31 acres as shown in the concept plan ensures that the total build area is limited (0.3 acres approx.) and that buffers and greenspace remain intact (1.01 acres). As a multi-family development in a M-U district, 14 units/ acre could be allowed. This calculation could result in (18) potential units on this site.

Zoning Development Standards for MF-14 in the M-U District

			<u> </u>	
Standard- Sec. 9.2.3	Description	Requirement per Standard	Project Require ment	Provided
				Approx. 25',
Α	Bldg Height	45ft or 3.5 stories		2.5 stories
В	Front Yard Setback	10ft.		10ft
С	Side Yard Setback	10ft.		10ft
D	Rear Yard Setback	25ft		25ft
E	Min. Lot Area			1.31 acres
F	Max. Density	14 units/acre		8 units (18 units allowed)
G	Min. lot width/ Bldg line	Min. 110ft.		Min. 297ft
Н	Min. Lot frontage	Min. 110ft.		127.4ft
I	Min. heated floor area/ unit (3 bedroom) Min. Buffer Requirements (In	Min. 900sf		1240sf.
N	addition to required setbacks)	15ft. (5ft can be with required setback)		25ft
0	Min. Open Space	20% gross acreage	0.26ac	1.01acres
R(2)	Other Standards			
7.1.3K	Buffer	In addition to setbacks, a 25ft buffer is required against SF Residential uses		25ft
7.1.3N	Architectural façade materials. See notes 2 and 3.			Concept meets min. requirements
OTHER DA		1		
	No. of bedrooms	NA		3 per unit
17.6.1	Parking	2 per unit	16	20

Table Notes:

- Analysis of the application of the Development Standards to the project are based on the boundary survey and concept plans submitted with the application. All plans are subject to adjustments during the Plan Review processes. This analysis is used to determine zoning compliance and constructability of the proposed project.
- 2 (1) Principal structures within the MF-14 district shall have a minimum of fifty (50) percent finish product on the exterior walls of the buildings consisting of brick, stone, hard-coat stucco, or fiber cement siding.
- 3 (2) A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the MF-14 district.

City Departments Reviews

<u>Electric:</u> Electric still has no objection to zoning case Z18-04 for 25 Baker St. Site plans will be subject to comment once a full site plan set has been submitted.

<u>Fibercom:</u> No comments received for this hearing. Original comment: Takes No Exception.

<u>Fire:</u> CFD takes no exception to the rezoning request provided all city adopted codes, ordinances, and development regulations are met.

Gas: In response to the following, the recent addition of a perimeter wood fence to the latest site plan attached may conflict with and hinder access to the existing natural gas facility that is not shown along the northern most property line. We take no exception to the rezoning request, however, we do take exception to the site plan as provided. We presume detailed construction plans will be provided for review and comment in accordance with the City's plan review process.

<u>Public Works</u>: No comments received for this hearing. Original comment: Public Works does not oppose this rezoning request. As typical, civil drawings meeting development regulations and ordinances will be required prior to permitting.

<u>Water and Sewer:</u> No comments received for this hearing. Original comment: Takes No Exception.

Public Comments: None received for this hearing.

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

 All adjacent properties are residential land uses and zoned either as R-7 or M-U. The

 Etowah Area Consolidated Housing Authority operates the public housing units in the

 M-U district.
- 2. The suitability of the subject property for the zoned purposes.

 The site is suitable for single-family detached housing as zoned. If certain variances were granted, as many as (8)-7,000sf properties could be subdivided on the 1.31acre tract.
- 3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

The proposed multi-family project would introduce another housing option to the community while utilizing existing infrastructure much like an infill project. The property owner would likely incur a financial hardship and liability for the underutilized property.

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

 The property has a reasonable economic use as currently zoned.
- 5. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

 The zoning proposal may permit a use that is suitable in view of the use of the adjacent

residential proposal may permit a use that is suitable in view of the use of the adjacenresidential properties. The proposed use is a residential use; however, care must be taken to insure that the multi-family project is compatible and complementary to the adjacent to single family homes.

- 6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
 - The proposed zoning is not expected to have an adverse effect on the existing use or usability of the adjacent properties.
- 7. Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.

The zoning proposal generally conforms with the Future Development Map and Comprehensive Land Use Plan. These maps and plan were adopted in February 2018 as part of the Comprehensive Plan update.

- 8. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
 - Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
- 9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

 The zoning proposal is not expected to create a burden on public facilities or utilities.
- 10. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

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

STAFF RECOMMENDATION:

The proposed zoning should have a limited impact on adjacent properties and on public facilities and utilities. Though the proposed land use is not consistent with the historical development of the surrounding area with the exception of the Public Housing units across Baker Street, the proposed use introduces a housing option that is in high demand. The proposed land use is also consistent with the Future Development Map and Future Land Use Map.

Staff recommends approval with the condition that the maximum allowed units not exceed the proposed eight (8) units.

PLANNING COMMISSION RECOMMENDATION:

Recommends Approval (3-2)

MINUTES OF THE CARTERSVILLE PLANNING COMMISSION

The Cartersville Planning Commission met in a regularly scheduled meeting on Tuesday, July 10, 2018 at 5:30 p.m. in the City Hall Council Chambers.

Present:

Members: Jeffery Ross, Greg Culverhouse, and Travis Popham

Staff Members:

Randy Mannino, David Hardegree and Meredith Ulmer

Absent:

Lamar Pendley and Steven Smith

With Chairman Pinson's absence, Vice Chair Pendley served as Chairman for the meeting.

- 1. Meeting Call to Order
- 2. Roll Call

3. Minutes

Chairman Pinson called for a motion of the minutes for the June 12, 2018 meeting. Board Member Popham made a motion to approve the minutes as presented. The motion was seconded by Board Member Ross and carried unanimously. Vote: 4-0.

4. Staff Update

Randy Mannino, Planning and Development Department Head gave an overview of the progression for SU18-02, applicant Tim Garnto with Treasure Chest, recommended by Planning Commission. The Special Use Permit passed in City Council.

5. AZ18-01: 228 E. Felton Rd. Annexation/ Zoning. Applicant: Janice Wynn. Lots 14 and 21 in the Roving Hills Subdivision. Approximately 0.5 acres each. Zoning: Uninc. A-1 to City R-20.

Chairman Pinson called the next item. Mr. Mannino gave an overview of the application. Mr. Mannino stated the item had been properly posted and advertised and there were no conflicts of interest. Mr. Mannino gave an overview of the case and stated the applicant is present for any questions.

Chairman Pinson opened the floor for a public hearing asking if there was anyone present who would like to speak for or against AZ18-01 in regards to the rezoning.

Van Vaughn, of Cartersville, GA came forward to represent applicant Janice Wynn, and stated the intentions of the project if approved.

With no one else coming forward the public hearing was closed.

Chairman Pinson opened the floor for anyone wishing to speak for or against the annexation.

With no one coming forward the annexation public hearing was closed.

Board Member Culverhouse made a motion to approve the annexation portion of AZ18-01 and the motion was seconded by Board Member Popham. Motion carried unanimously. Vote: 4-0.

Board Member Culverhouse made a motion to approve the rezoning portion of AZ18-01 and the motion was seconded by Board Member Popham.

This item will be taken into consideration by City Council for two readings.

First Reading: 7/19/2018 Second Reading: 8/2/2018

6. SU18-03: Special Use Permit for Adult Day Care and Group Home. Location: 32 St. Francis Place. Applicant: Janet Bowens. Zoning: R-20 (Single Family Residential). Approx. 1.53 acres.

This item was removed from the agenda, and will be heard at next month's meeting.

7. Z18-04: 25 Baker St. Applicant: RB Estates, LLC. Rezoning from R-7 to M-U (Multiple Use). Approx. 1.3 acres.

Mr. Mannino gave an overview of the application and stated all proper advertisements have been posted. The property was properly posted as well.

Chairman Pinson opened the floor to anyone wishing to speak for the application.

Applicant Steve Ragas came forward and explained his intentions if approved.

Chairman Pinson opened the floor to anyone wishing to speak against the application.

Rita Copeland, 25 Wofford Street, stated her mother lived there and had been using this property as a driveway since the 1960's. The original driveway is dilapidated.

Clayton Green, 23 Wofford Street stated he is against, because he feels like it will negatively affect his property. Fears tenants will not be properly screened; he could be potentially shot.

Alicia Williams, came forward representing the resident at 24 Jones Street, Ms. Elizabeth Gainor. Ms. Gainor does not want any additional danger nearby. Ms. Gainor has vision issues.

Calvin Cooley, Council Member Ward 4, representing his constituents, came forward and stated he is neither for or against the application, but hopes the two parties can work together for a compromise. Council Member Cooley stated reasons the property has great value to the community.

Mr. Ragas came forward to follow up and comment on people's concerns. He stated he wants to be a good neighbor, and he is willing to work with the residents. He also offered a compromise of splitting the cost of repairs to the existing driveway at 50/50.

Keith Lovell, City Attorney, stated Public Works will have to review the drivewayat 25 Wofford Street before any modifications can be made to it. It may or may not be reopened based on Public Works criteria.

Board Member Culverhouse suggested the major issue at hand is the possibility of the driveway across 25 Baker St. may be allowed under the laws of a Prescriptive Easement. More information is needed.

Board Member Culverhouse made a motion to table this item until the issues with the driveways and the community concerns can be resolved. Motion was seconded by Board Member Popham. Motion carried unanimously. Vote: 4-0.

Mr. Mannino stated the case will be re-advertised at whichever time necessary depending on which meeting Mr. Ragas can come back before the Planning Commission.

8. Jones Street Townhomes Preliminary Plat

Mr. Mannino stated the preliminary plat needs to be signed by the Planning Commission Chairman and does recommend approval of authorization from the Board.

Board Member Culverhouse made a motion approve authorization of Chairman to sign the preliminary plats. The motion was seconded by Board Member Ross and was approved unanimously. Vote: 4-0.

9. Staff or Commission Comments

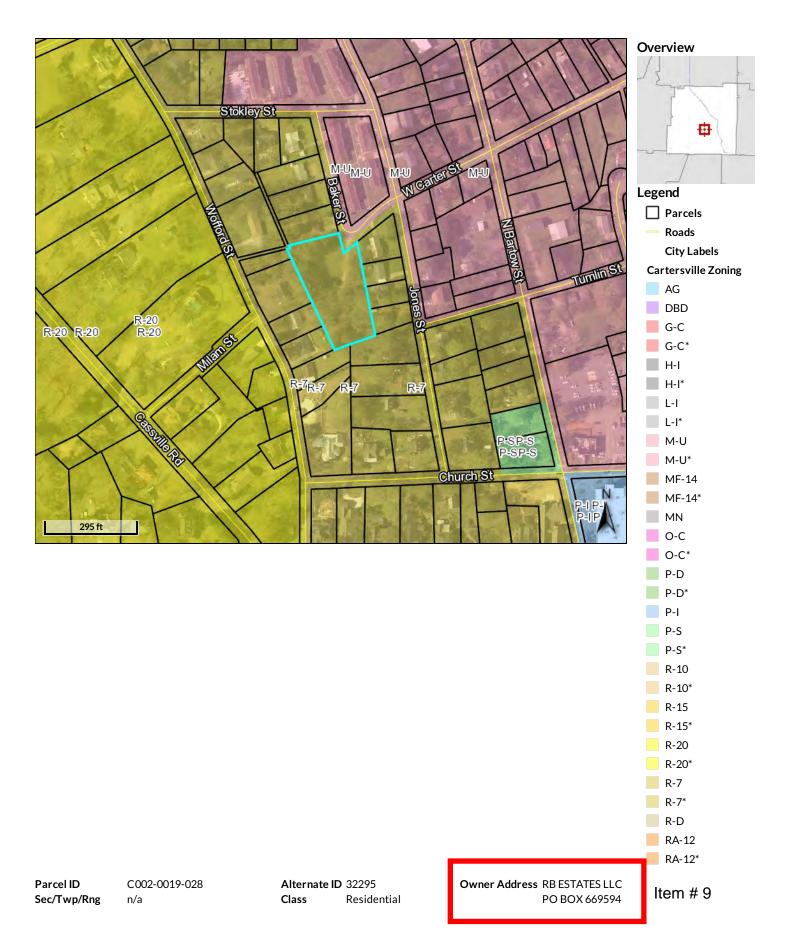
Mr. Mannino introduced Planning and Development's newest employee: Connor Hooper, Assistant City Planner.

Board Member Ross made a motion to adjourn. Meeting adjourned at 6:11pm.

Date Approved

amar Pinson Chairman

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2886 SANDY PLAINS RD

MARIETTA GA 30066

Property Address 25 BAKER ST Acreage 1.31
Cartersville

District Cartersville

Brief Tax Description LL 453 D 4 LOT 5 SUMMERHILL

(Note: Not to be used on legal documents)

Date created: 2/4/2019 Last Data Uploaded: 2/1/2019 9:07:20 PM

Developed by Schneider GEOSPATIAL

qPublic.net Bartow County, GA



Date created: 2/4/2019 Last Data Uploaded: 2/1/2019 9:07:20 PM





January 4, 2019

VIA ELECTRONIC EMAIL

Steve Ragas steveragas@hotmail.com

RE: 25 Baker Street, Cartersville, Bartow County, Georgia

Dear Mr. Ragas:

At your request, I am writing to summarize the law concerning acquiring an easement according to Georgia property law and why the owner of 25 Wofford Street does not have an easement across the above referenced property.

The type of easement that the owner of a neighboring parcel could have to access their property is usually called an ingress/egress easement. This type of easement is simply the right to traverse the subject parcel to access another parcel. This is the only type of easement that the owner of 25 Wofford could claim, because there has never been any other use of the subject property so I am limiting my discussion below to ingress/egress easements.

There are four principal ways for the owner of a neighboring parcel to acquire an easement: (1) by contract; (2) by presecription; (3) by necessity; and (4) by compulsory purchase.

Any transfer of an interest in real property must be in writing and generally are recorded in the Deed records. Such a grant of easement does not exist in the Bartow County Deed records; therefore, no neighboring parcel owner has an interest by contract or agreement.

It is important to insert a very important detail before even beginning a discussion of acquiring an easement by prescription: if a neighbor is given permission to use the land, then no easement by prescription can be established. Douglas v. Knox, 232 Ga. App. 551 (1998). An easement by prescription can be acquired to different ways: (a) by use without permission for more than seven years with notice of an adverse claim of right; or (b) by twenty years of uninterrupted use whether open and notorious or not.

In the case of the subject property, the owner of 25 Wofford would have to have used the easement for twenty years, or have given notice to the owner of their adverse claim of

Item #9

right. Notice of an adverse claim of right is most often made by the user making improvements to the easement, for example paving, building bridges, or even laying gravel. Since there have been no improvements to the easement and it has not been used for 20 years, no easement by prescription has been acquired by prescription by the owners of 25 Wofford.

An easement by necessity is acquired when an owner conveys a portion of his property to another and the new owner needs to access his property. It is assumed that the new owner also acquires a right of way over the original parcel to access his newly acquired land. This is clearly a different situation than the instant case.

The last way for a property owner to acquire an easement is a compulsory purchase when a locked owner needs an easement to access his property and files a private condemnation action. This is not the case for the owners of 25 Wofford whose property borders a public road. In a different case, I filed a private condemnation action in Bartow Superior Court and had a hearing on the case in front of Judge Nelson. He overwhelmingly ruled against my client who was trying to acquire an easement across a bordering parcel even though he had road frontage when the cost to install a driveway from the public road on his property was cost prohibitive. An easement by condemnation is not granted when it is more convenient to access the property by a different route than the road frontage already owned.

After reviewing the title to the subject property, the title to the 25 Wofford property, and applying the Georgia code and case law, it is my opinion that the owners of 25 Wofford do not have and easement and cannot legally acquire an easement across the subject property.

If you need additional explanation, please contact me.

Sincerely,

Leslie Vaughan Simmons

Application for Rezoning

City of Cartersville

Reason for Rezoning Request:

Case Number: 218-04

Date Received: 2/4/19

Planning Commission 2 17 19 1st City Council 2 71 19 2nd City Council 3 7 19 Applicant RB Estates, LLC (printed name) Office Phone 404-596-3413 404-596-3413 Address PO BOX 669594 Mobile/ Other Phone
5:30pm 7:00pm 7:00pm Applicant RB Estates, LLC Office Phone 404-596-3413
(printed name)
(printed name)
Address FO BOX 003334 Mobile/ Other Phone
City MARIETTA State GA Zip Email rbestates@hotmail.com
Steve Ragas Phone (Rep)404-596-3413
Representative's printed name (if other than applicant) Separative's printed name (if other than applicant) Separative's printed name (if other than applicant) Separative's printed name (if other than applicant) ###################################
Representative Signature Applicant Signature
Signed, sealed and delivered in presence of: My commission expires:
Notary Public Needs Wotary
* Titleholder RB Estates, LLC Phone 404-596-3413
(titleholder's printed name)
Address PO BOX 669594, Marietta GA 30066 Email rbestates@hotmail.com
Signature
Simulation of the state of the
Signed, sealed, delivered in presence of: My commission expires:
Notary Public
Notary Fublic
Present Zoning District R-7 Requested Zoning M. U (Mv1+ pleus E)
Acreage 1.31 Land Lot(s) 453 District(s) 4 Section(s) 3
Location of Property: 25 Bulker St.
(street address, nearest intersections, etc.)

(attach additional statement as necessary)

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

No. 2842 P. 2

May. 24. 2018 12:42PM

Signed, seeled, delivered in presence of:

Case Number: Application for Rezoning Date Received: City of Cartersville **Public Hearing Dates:** 2rd City Council Planning Commission July 09 1st City Council 404-596-3413 RB Estates, LLC Office Phone Applicant (entated mame) Mobile/ Other Phone PO BOX 669594 Address 21р 30066 Email rbestates@hotmail.com MARIETTA State GA Phone (Rap) 404-596-3413 Steve Ragas Representative's printed name (if other than applicant) steverages@hotmail.com Representative Signature My commission expires! Signed, sealed and delivered in presence of: A Brd 2022 ung deag way small m+j+ 6 90 FB atto net

Present Zoning District R-7 (SF Residential)	Requested Zoning MU (Multiple Use)
Acreege 1.31 Land Lot(s) 453	District(s) 4 Section(s) Summerhill
Location of Property: 25 Baker Street, Carters (street address, nearest interes	ections, etc.
Reason for Resembly Requests Rezone property	from R-7 to MU to match Housing Authority
property across the street. Develop the	lot with 2.4-plex units, total of 8 rental units

My commission expires:

01/03/2022

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

tem # 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:	06/07/2018	
Date Two Years Prior to Applica	ntion: <u>06/07/2016</u>	
Date Five Years Prior to Applica	tion: 06/07/2013	
Has the applicant within the five made campaign contributions a		_
	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	·	_1/
Ward 6- Taff Wren		
Planning Commission		
Greg Culverhouse	-	
Harrison Dean		
Lamar Pendley		
Lamar Pinson	-	
Travis Popham	-	
Jeffery Ross	· · · · · · · · · · · · · · · · · · ·	
Stephen Smith	=====	
If the answer to any of the above amount, date, and description of years.		
	Signature	06/07/2018 Date
	Steve Ragas	
	Print Name	

qPublic.net Bartow County, GA



Parcel ID C002-0019-028
Sec/Twp/Rng n/a
Property Address 25 BAKER ST
Cartersville

Alternate ID 32295
Class Residential
Acreage 1.31

Owner Address RB ESTATES LLC
PO BOX 669594
2886 SANDY PLAINS RD
MARIETTA GA 30066

District Cartersville

Brief Tax Description LL 453 D 4 LOT 5 SUMMERHILL

(Note: Not to be used on legal documents)

Date created: 2/4/2019 Last Data Uploaded: 2/1/2019 9:07:20 PM



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The Annual English and and entered into this And Content of Conten

WITNESSETH THAT: For and in consideration of \$3,150.00 the receipt whereof is hereby acknowledged, first party, under and by virtue of resolutions adopted at the regular meeting of its! Mayor and Fourd of Alderman held on May 7, 1973 does hereby grant, bargain, soll and convey unto second parties their successors and assigns, the following described property to wit:

All that tract or percel of lend lying and being in the City of Certersville, Bartow County, Georgia, designated as Lot 5 of Block GG of said subdivision plat, more perticularly described as beginning at an iron stake at the intersection of the west end of the south edge of the right-of-way of Certer Street with the south end of the west edge of Baker Street, and running thence south Ol degree 45 minutes 30 seconds west along the sast line of Lot 5-A a distance of 290.63 feet to an iron stake at the intersection of the east line of Lot 21 of said Block with the north line of Lot 22 of said Block; thence north 70 degrees 31 minutes 30 seconds east along the north line of Lot 22 a distance of 55.52 feet to the northeast corner of said lot 22, and continuing north 70 degrees 22 minutes east a distance of 69.70 feet to the southwest corner of Lot No. 1 of said Block; thence north 11 degrees 48 minutes west along the west lines of Lots 1, 2, 3, and 4 a distance of 267.62 feet to an iron stake on the south edge of the right-of-way of Certer Street; thence south 48 degrees 26 minutes wast along the south side of Carter Street a distance of 64.45 feet to the beginning point.

Also, all that tract or parcel of land lying and being in the City of Certersville, Bartow County, Georgia, and being designated an lot No. 5-A of Block GG of said subdivision plat, more particularly described as beginning at an iron stake at the intersection of the task and of the south edge of the right-of-way of Certer Street & White south and of the west adopt of Baker Street, and running thence scuth of degree 45 minutes 30 seconds west along the west line of lot 30 distance of 200.03 feet to an iron stake at the intersection of the east line of hot 21 of said Block with the north line of lot 27 of said Block; thence north 26 degrees 29 minutes west along the mathines of Lots 1 the C. 18, and 17 a distance of 355.40 leat to uniron stake at the southwest corner of Lot No. 6 of said Block; thence

Imn

This conveyance is made subject to the covenants, restrictions, and reservations contained in and referred to by the deed from first party, as Local Public Agency under the Department of Housing and Urban Davalogment, dated May 4, 1971 and recorded in Deed Book 193, Page 170, thich provisions are herein incorporated by reference.

TO HAVE AND TO HOLD the said bargained premises unto second parties, together with all and singular the right, members and appurtenances thereof to the same in any manner, belonging or appartaining to the only proper use, benefit, and behoof of second parties forever, in FEE SIMPLE.

And first party will warrant and forever defend the right and title trereof unto second parties against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, First Party has executed and delivered these presents, under its seal, the day and year first shown written.

CITY OF CARTERSVILLE, GEORGIA

By: Chyd: Charle,

APTEST: -- OLT CLERK

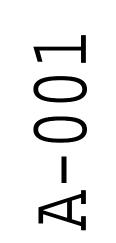
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Signed, sealed and delivered

in the presence of:

Notacy Public Rantos County, Caorgia

Recorded May 23, 1973 Inady Jefferson, Dry em # 0



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PLAN

SITE E NOTES

EXISTING HOUSE

EXISTING HOUSE

HT \$ON

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SCALE: 3/32"

NEW PERIMETER WOOD FENCE

25' REARYARD SETBACK

"8-'₽8

DETENTION AREA (TBD)

AC UNITS

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	APPROX 1.31	CRE VACANT LOT	In Page 22 of 27	Attachment number 1 /

I APARTMENTS TORY

3BATH 2-S

3BED

"O-'₽E

3BATH APARTMENTS 2-SIORY

3BED/

SP, SIDE-YARD BUFFER

12, NIIFILK EASEMENT

10, SIDE-YARD SETBACK

EXISTING HOUSE

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ELEC

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NTYARD SETBACK

10' FRO

DUMPSTER PAD

LIGHT

MAILBOX LOCATION

EXISTING SEWER

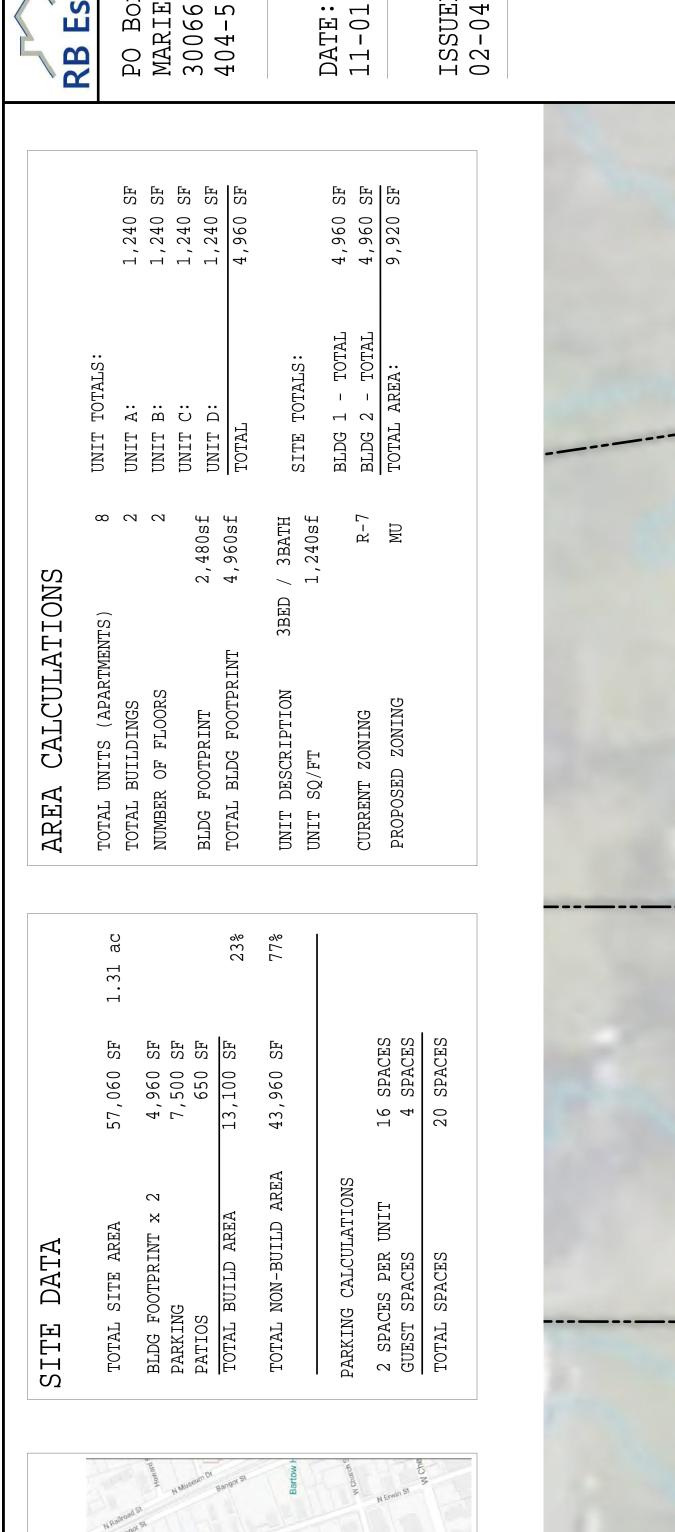
FIRE HYDRANT

NEW TRANSFORMER LOCATION

EXISTING POWER POLE

"6-'E

25' FRONT-YARD BUFFER





SITE



AREA MAP

Cartersville

ADDRESS:25 Baker Street GA 30120

TAX ID: C002-0019-028

LOT DATA

Jurisdiction: City of Cartersville

GA		413	
MARIETTA	30066	404-596-3	

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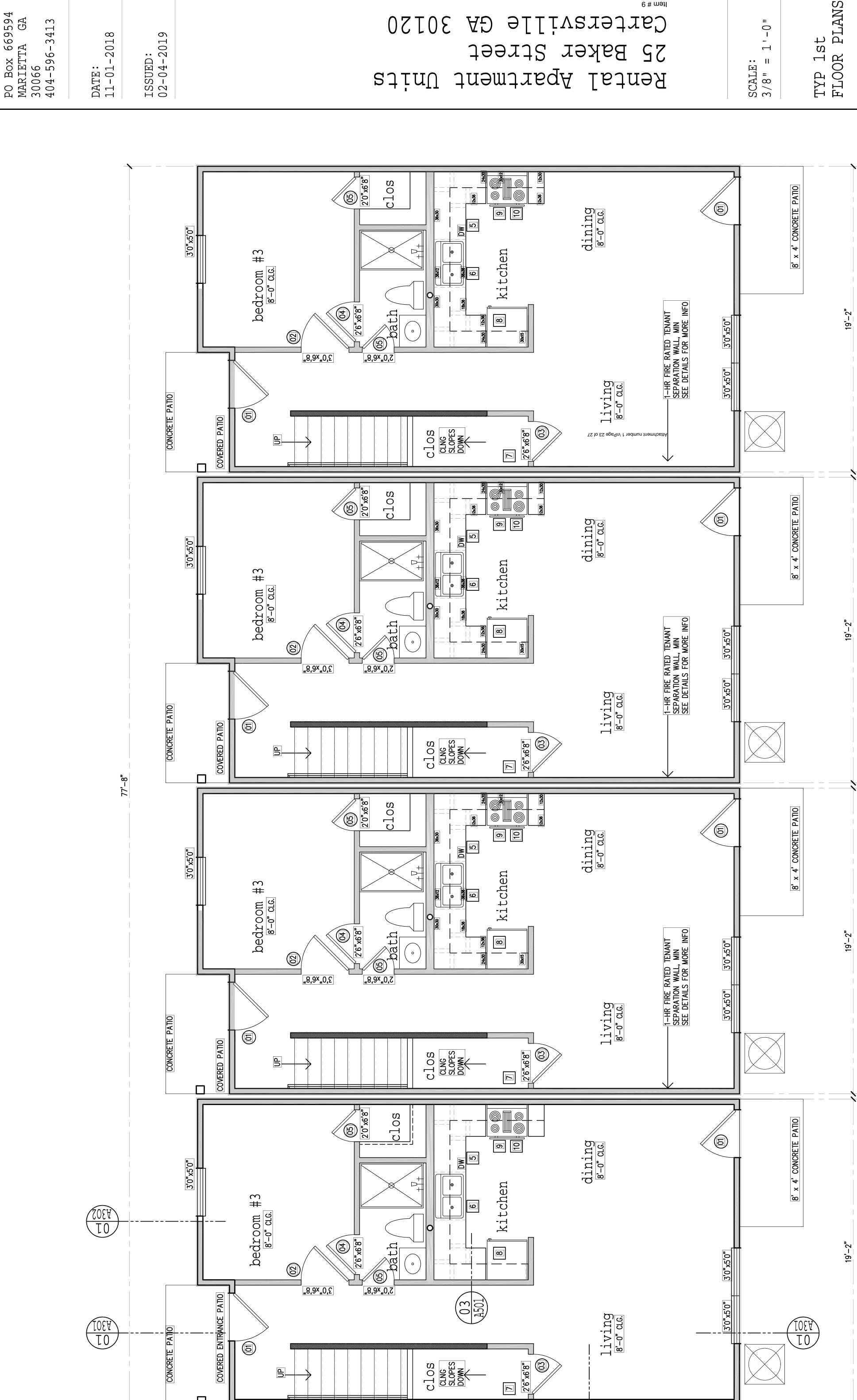
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25 Baker Street Rental Apartment

Cartersville GA 30120

Estates,

RB



A303

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PLANS

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COVERED PATIO BELOW

COVERED PATIO BELOW

bath

3'0"x6'8"

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bedroom #2 8'-0" c.c.

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45, KNEE WALL

bath

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bedroom : 8'-0" c.c.

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bath

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bedroom #2 8'-0" c.c.

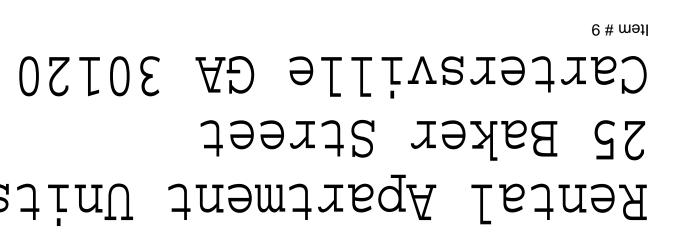
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45, KNEE WALL

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bath

PO Box 669594 MARIETTA GA 30066 404-596-3413 Estates, DATE: 11-01-2018 ISSUED: 02-04-2019 RB



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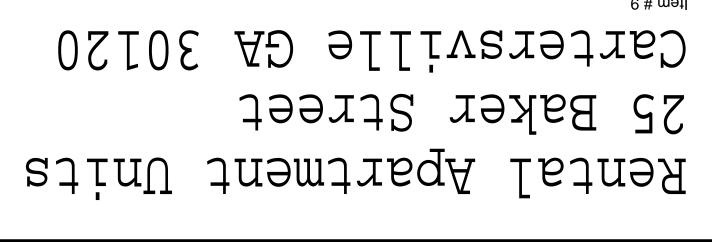
Attachment number 1/n Page 24 of 27 (8'-0" CLG.

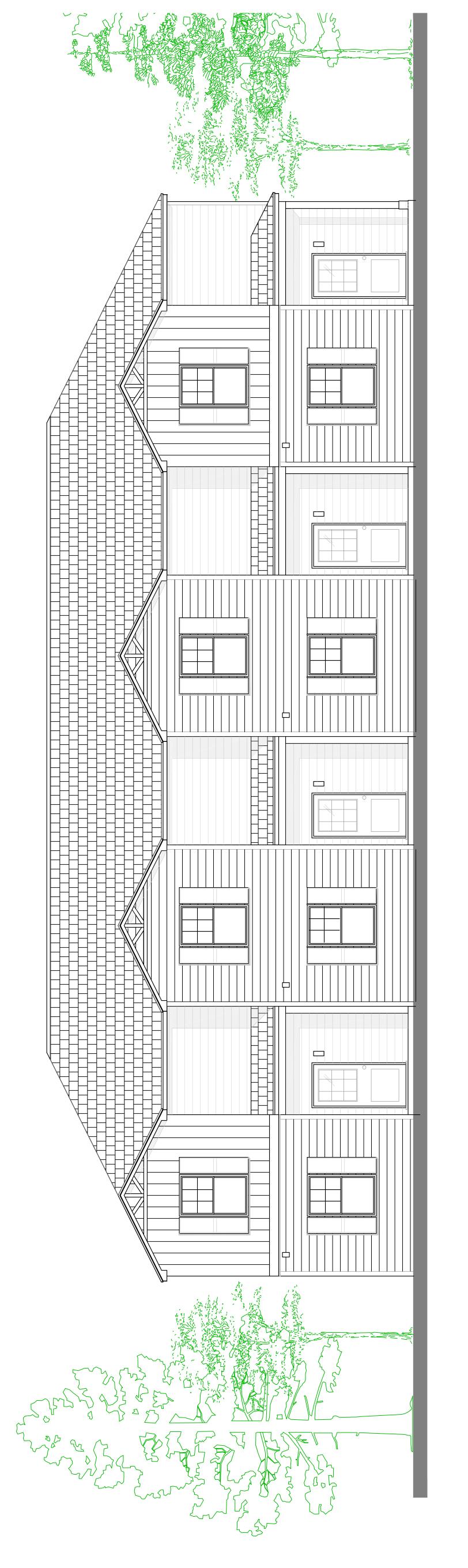
master bedroom 8'-0" c.c.

master bedroom 8'-0" c.c.

master bedroom 8'-0" c.c.

ELEVATIONS

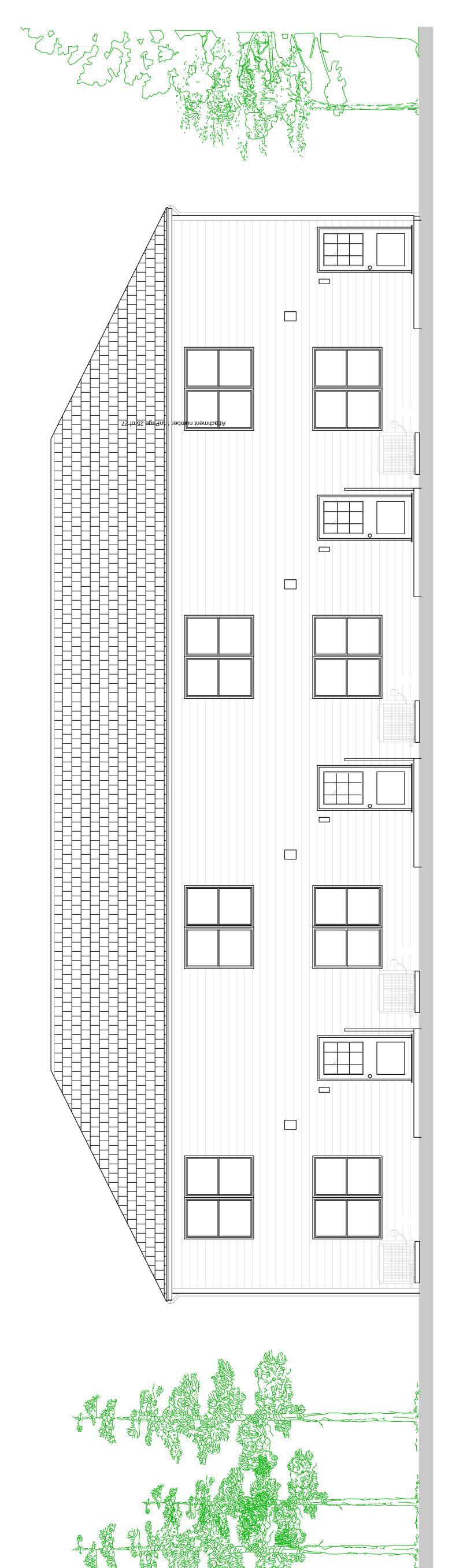




PO Box 669594 MARIETTA GA 30066 404-596-3413

ISSUED: 02-04-2019

ELEVATION FRONT



ELEVATION



Z18-04. 25 Baker St. Public Hearing 2. 2-12-19







City Council Meeting 2/21/2019 7:00:00 PM

Z18-05: 1001/1003 North Tennessee St. & 10/14 Mimosa Ln. Applicant: EEC LP/Janet Thornbrough. Properties Contain Approx. 10.7 acres. Rezoning from M-U with Conditions and R-15 to M-U & RSL.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Z18-05: 1001/1003 North Tennessee St. & D/14 Mimosa Ln. Applicant: EEC LP/ Janet Thornbrough. Properties contain approx. 10.7 acres. Rezoning from M-U with conditions and R-15 to M-U & D/2 amp; RSL.
Department Summary Recomendation:	This request is to reconfigure four existing lots and rezone the same from R-15 (Single Family residential) and M-U with a condition (Multiple Use) to RSL (Residential Senior Living) and M-U with a new condition. The total current acreage of the four parcels is approximately 13.44 acres. Approximately 10.2 acres are affected by the rezoning. All parcels are owned by the same owner.
City Manager's Remarks:	This zoning was tabled last year. The Planning Commission recommended approval. This is the first hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z18-05**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: <u>EEC LP (Janet Thornbrough)</u>

Representative: Ron Goss

Property Owner: <u>EEC LP; Janet Thornbrough</u>

Property Location: <u>1001/1003 N. Tennessee St. &</u>

10 and 14 Mimosa Lane

Access to the Property: <u>Tennessee St, Mimosa La, & Wildwood Dr.</u>

Site Characteristics:

Tract Size: Acres: Tract 1: 5.655 +/- District: 4th Section: 3rd LL(S): 453

Tract 2: 4.799 +/-

Ward: 1 Council Member: Kari Hodge

LAND USE INFORMATION

Tract 1 Current Zoning:

R-15 (Single Family Residential)

RSL (Residential Senior Living)

Proposed Use: Single Family detached, age restricted community

Tract 2 Current Zoning: R-15 (Single Family Residential) and M-U* (Multiple-Use w/

conditions).

Tract 2 Proposed Zoning: M-U (Multiple Use- no conditions)

Proposed Use: **Unknown. No plans at this time.**

Current Zoning of Adjacent Property:

North: R-15 (Single Family Residential)

South: M-U (Multiple Use)

East: R-15 (Single Family Residential)

West: R-15 (Single Family Residential) and M-U (Multiple Use)

The Future Development Plan designates the subject property as: **Transitional Use Area &**

Tennessee St. Corridor.

The Future Land Use Map designates the subject property as:

Tract 1 (RSL): Low-Medium Density Residential

Tract 2(M-U): Commercial Mixed & Low-Medium Density Residential

ZONING ANALYSIS

Project Summary:

Update: Since the December meeting, the applicant has provided an updated concept site plan for the senior living development that addresses the missing information that caused the application to be tabled. The missing information has been added to the RSL requirements table. The applicant requests that the zoning application be addressed in two parts: 1) Tract 1 to be created for the RSL district and 2) Tract 2 to be created for the M-U district without conditions.

All original information has been provided except where updated information was available and noted.

The applicant proposes to reconfigure four (4) parcels into four (4) new parcels with new zoning. The total current acreage of the four parcels is approximately 13.44 acres. All parcels are owned by the same owner, Janet Thornbrough (applicant). The intent of reconfiguration is to protect one existing estate lot owned by the applicant and to promote redevelopment appropriate for the area of the remaining properties. For discussion and presentation purposes the reconfiguration has been divided into three (3) tracts.

Tract 1 is the largest of the three remaining tracts. Located at the corner of Mimosa Lane and Wildwood Drive, Tract 1 is expected to be approx. 5.66 acres and would be rezoned from R-15 to RSL (Residential Senior Living). An age restricted community is proposed with <u>33</u> individual lots for detached homes. The community would provide buffers and green space for its' residents while providing a transition between commercial and mixed-uses of the M-U district and the R-15 district.

Tract 2, comprised of 2 individual lots, is slightly smaller in area than Tract 1 with approx. 4.8 acres. Tract 2 is located at the corner of Mimosa Lane and N. Tennessee St. Existing portions of Tract 2 are zoned M-U with a zoning condition. The condition was established by Z02-4 and limits the number of multi-family units to 6 units per acre. Z02-4 was approved on 4-4-02. The applicant requests that the condition be removed. There are no redevelopment plans for Tract 2.

If apartments are desired for Tract 2, the following are true:

Units per Acre	Acreage	Total Units
6- current condition	4.8	29
8	4.8	38
10	4.8	48
12	4.8	58
14	4.8	67

Tract 3 would be comprised of the remaining property and would create a new boundary for the existing estate lot located immediately adjacent to and north of Tract 1. There is an existing house on this tract. There will be no change in zoning for this proposed lot. The current zoning is R-15.

Zoning Ordinance. Article VI- Single Family Dwelling District Regulations Sec. 6.8. RSI. Residential Senior Living District Requirements (Tract 1)

Sub- section	General Standard	Allowed	Proposed	Difference	
6.8.4	A concept plan shall be submitted with the application for rezoning to the RSL district, whe shall include, but not be limited to:				
0.0.4	Silan include, but i	aue, but not be innited to:			
	Parking		- Update: These it	ems have heen	
	Utility Location			e revised site plan	
	Setback Design			nd plan illustration.	
	Reflective of		The details of th	ese items will be	
	development		addressed durin	g plan review.	
	regulations				
6.8.5					
Α	Height	SF Detached-35ft or 2.5 stories; SF	35ft or 2.5		
	Regulations	Attached- 45ft or 3.5 stories.	stories	ОК	
В	Min. lot size per	SF Detached- 3,000sf; SF		200sf under, but	
	dwelling unit	Attached- 1,600sf.		meets min. lot	
				width and depth	
			2,800sf	(35x80=2,800sf)	
С	Maximum	SF Detached- (6) un/gross ac; SF	33 proposed.		
	Density	Attached- (10) un/ gross ac.	34 allowed (01/	
D	Min. Lot	SE Detached 25ft except cul de	5.655ac x 6 un)	OK	
D	Frontage	SF Detached- 35ft, except cul-de- sacs. Cul de sacs- 20ft. SF Attached	4		
	Trontage	(Other)- 20ft.		011	
	Min Lot Width	· · · ·	35ft.	OK	
E	Min. Lot Width	SF Detached- 35ft, except cul-de- sacs. Cul de sacs- 20ft. SF Attached			
		(Other)- 20ft.	35ft.		
F	Min. Lot Depth	80 ft.	80ft.	OK	
G	Min. Dev. Area	5 Acres	5.655	OK	
Н	Min. Heated	1,000 sf.			
	Floor Area		1,000sf	ОК	
I	Setbacks				
1	Front Yard	10 ft.	10ft		
2	Side Yard	SF Detached- 2.5ft from any			
		portion of the building including			
		overhang. SF Attached- 10ft as	Min. 2.5ft.		
		measured from the end of each	from building		
		row.	or overhang	OK	

Sub-	General			
section	Standard	Allowed	Proposed	Difference
3	Rear Yard	20 ft.	20ft	OK
J	Landscape Buffer	10ft buffer around all property		
		lines defining common space.		
		Provide screen as needed per Sec.		
		4.17.	10ft	OK
K	Accessory Use,	Per Sec. 4.9		
	Buildings and			
	Structures			
L	Other Standards			
1	A mandatory	Declaration of CCRs, rules and	To be provided	
	Owners	regulations required.	prior to issuing	
	Association		Land	
			Disturbance	
			Permit	
2	Principal	50% exterior finish to include		
	Structures	bricks, stone, stucco, fiber cement		
		siding	Plan Review	
3	Metal Panel	Not allowed on buildings exceeding		
	Finish	150sf.	Plan Review	
4	Max. Attached	A Max. of (6) units side by side		
	Units		NA	
5	Buffers	May be included within required		
		setbacks; If required buffer is		
		greater than setback, adhere to		
		buffer dimension.	Plan Review	
6	Min. Dwelling	A min. of (3) dwelling units in a		
	Units	row.		
7	Parking	(2) spaces required per dwelling.		
		Driveway parking counts as (1)	(2) spaces	
		space.	provided on lot	ОК
8	Frontage, Roads	Lots must front a private or	, , , , , , , , , , , , , , , , , , , ,	
	and Driveways.	common driveway or public ROW;		
	,	Common driveways may serve only		
		(4) lots or (6) units; Common		
		driveways must be a min 24 ft.		
		wide	ок	ОК
9	Open Space	Min. 10% of overall property.	3.5ac. or 63%	ОК

<u>City Departments Reviews</u>- <u>For the Feb 12th hearing, no revisions required to the City department comments.</u> A concept plan review with city departments was held on Nov. 20th.

Electric: The Cartersville Electric System takes no exception to rezoning case Z18-05. We do have primary and secondary distribution in multiple locations on these properties. Utility conflicts and relocations will be addressed during the plan review process.

<u>Fibercom:</u> Cartersville Fibercom takes no exception to the rezoning as shown in the attachment. We have overhead fiber along the east side of the property and across the street on the south side.

Fire: No comments received.

<u>Gas:</u> In response to the following, the Gas System takes no exception as shown in the attachment, however, if natural gas service is requested, the Gas System requires 24/365, double-locking access to all City-owned natural gas facilities (attached plan shows development to be gated) and the proposed natural gas meter locations will be determined by the Gas System due to allowed setback constraints.

Public Works: No comments received.

Water and Sewer: See attached comments

<u>CCSD</u>: Marc Feuerbach, Superintendent, Regarding Tract 2: I will [withhold] specific comments until I hear further details about the plans as I will be interested to know the details of the units (1, 2, 3 bedroom, etc.). Thanks again for your help.

No comments received for Tract 1, RSL project.

Public Comments:

No public comments received for the Feb. 12th hearing as of Feb. 5th.

11/21/18: Mr. Gene Bunch, resident. Mr. Bunch called to share concerns about current traffic volumes during peak times on Tennessee Street and Hwy 41 and how the proposed project(s) would increase traffic volumes and complicate access to and from local streets. Other neighbors had the same concerns. Mr. Bunch and his neighbors were invited to attend the public hearings.

12/7/18: Local resident called with general inquiry. Invited to attend public hearings.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- 1. The existing land uses and zoning of nearby property.
 - Tract 1: R-15 zoning to the east and north is appropriate. MU zoning to the south and west may be appropriate. Land is available to include appropriate buffers as needed.
 - Tract 2: M-U zoning and commercial land uses border this tract on the south and west. R-15 with a low impact County use is to the north. The proposed RSL zoning would be to the east. The M-U zoning without conditions may be appropriate.
- 2. The suitability of the subject property for the zoned purposes.
 - Tract 1: The property seems suitable for an RSL zoning.
 - Tract 2: The properties seem suitable for many M-U zoned land uses.
- 3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.
 - Tract 1: The proposed development would introduce a housing product that would likely be in high demand. Construction activities may impose a short-term inconvenience on adjacent property owners.
 - Tract 2: More information needed for analysis.
- 4. Whether the subject property has a reasonable economic use as currently zoned.
 - Tract 1: The property may be underutilized as a large estate lot.
 - Tract 2: The properties may currently be underutilized.
- 5. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
 - Tract 1: The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties. The proposed use is a residential use with a housing product similar to the adjacent R-15 properties.
 - Tract 2: More information is needed for analysis.

- 6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
 - Tract 1: The proposed zoning is not expected to have an adverse effect on the existing use or usability of the adjacent properties.
 - Tract 2: The proposed zoning with the multi-family condition of 6 units/ acre removed may not have an adverse effect on the existing use or usability of the adjacent properties as long as all zoning standards are followed. If a multi-family project is proposed, it should be less than 14 units/ acre based on the Future Land Use Map. A low to medium density unit count is preferred.
- 7. Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.
 - Tract 1: The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan.
 - Tract 2: The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan.
- 8. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
 - Tract 1: Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.
 - Tract 2: More information about a use is needed for analysis. A development project would be required to meet all local, state, and federal environmental regulations.
- 9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
 - Tract 1: The zoning proposal is not expected to create a burden on public facilities or utilities.
 - Tract 2: More information about the use is needed for analysis.
- 10. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
 - Tract 1: There are no other known conditions affecting the use or development of the property.
 - Tract 2: There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION (Revised):

For Tract 1, staff supports an RSL zoning district for this location as it seems to be a proper zoning category to transition from the R-15 district to the M-U district. The applicant provided information that demonstrates how the project would comply with RSL development standards per Sec. 6.8.

For Tract 1, staff recommends approval for rezoning from R-15 to RSL.

For Tract 2, staff recommends approval for rezoning from R-15 and M-U with conditions to M-U with a condition to limit Multi-Family units from 6 to 10 units/ acre, as determined by the Planning Commission, to comply with the future land use map requirements for low-medium residential density.

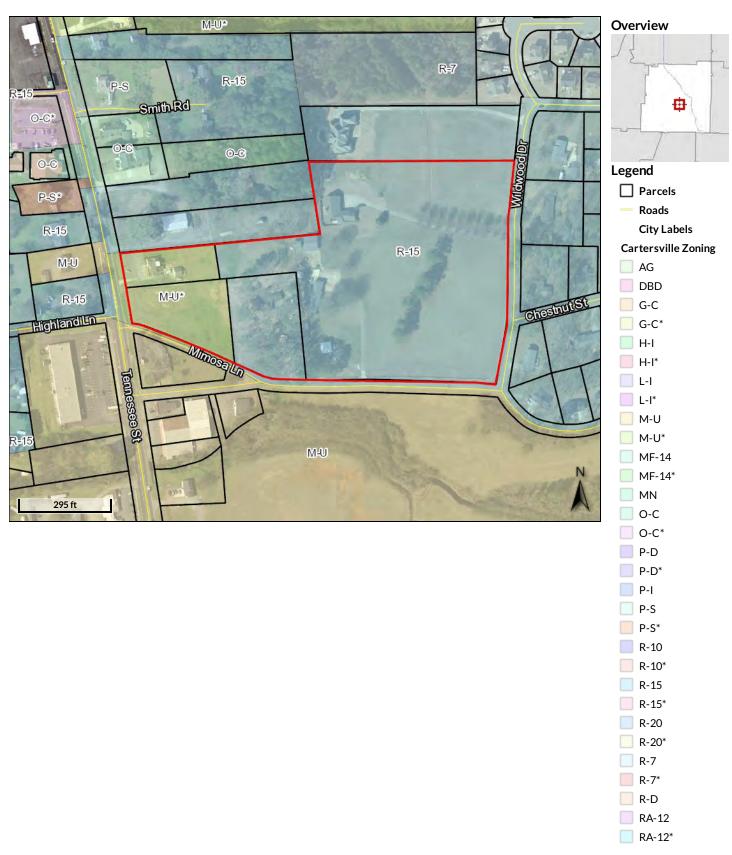
PLANNING COMMISSION RECOMMENDATION:

Recommends Approval with conditions (4-0)

Approve Tract 1 for the Residential Senior Living as presented. Approve Tract 2, M-U (Multiple Use), per the following conditions:

- 1) Remove the existing M-U condition to limit the number of multifamily units to 6 units/ acre; and
- 2) Limit the number of multi-family units for the new M-U lot configuration to 8 units/ acre.

qPublic.net™ Bartow County, GA



Property Address 314 E MAIN ST Acreage 2.35

Cartersville

DistrictCartersvilleBrief Tax DescriptionBB&T

(Note: Not to be used on legal documents)

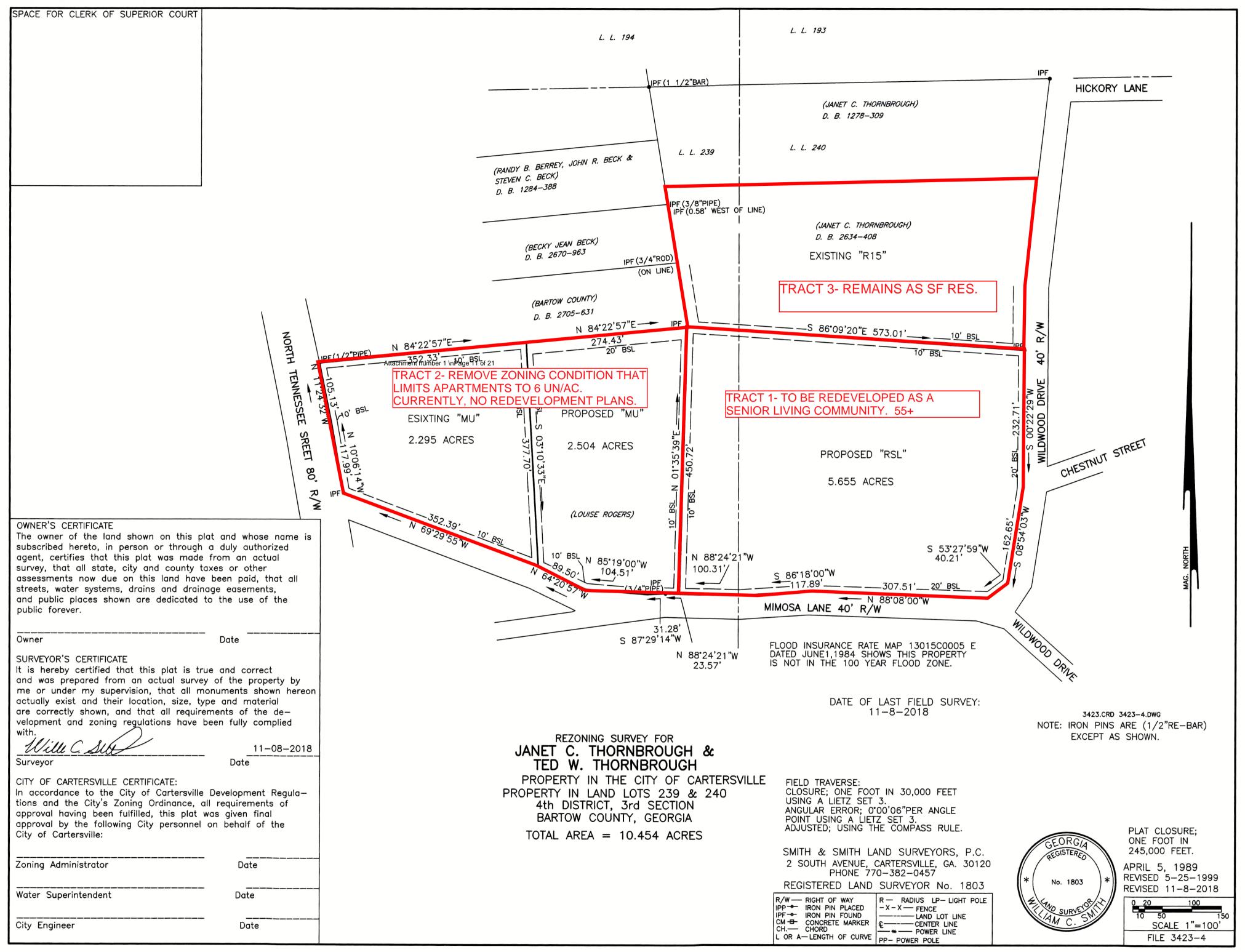
Date created: 12/5/2018

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C/O BB&T PROPERTY TAX DEPT P O BOX 167 WINSTON-SALEM NC 27102-0167

VIII (6) (6) (10) (10) (10)



- 6.8.1. *RSL district scope and intent.* The RSL district is established to provide locations for the development of appropriate housing for the population ages fifty-five (55) and older, as further described in section 3.1.9 of this chapter. In order to ensure that older Bartow County residents can live in housing appropriate to their specific needs, the following regulations are designed to facilitate development which addresses the decreasing mobility, changing health, and distinct consumer preferences of the older adult market. These uses shall not be established as a precedent for any other residential or nonresidential district.
- 6.8.2. Definitions.
 - A. *Housing facility* means individual housing units designed for senior adults ages fifty-five (55) and older which may or may not include or provide any type of supportive services such as transportation, medical care, food preparation, and the like. Said housing facility may include, but not be limited to, fee simple condominium, townhouse, patio home, and the like.
- 6.8.3. *Use regulations.* Within the RSL 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:
 - 1. Housing facility, as defined herein.
- 6.8.4. *Application requirements.* A concept plan shall be submitted with the application for rezoning to the RSL district, which shall include, but not be limited to, parking, utility location, and setback design for the proposed development. The concept plan shall be subject to the development regulations of the City of Cartersville. The zoning administrator shall have the discretion to vary any and all development standards set forth in section 6.8.5 below up to a maximum of thirty (30) percent.
- 6.8.5. Development standards.
 - A. *Height regulations*. Single-family residential detached buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher; single-family residential attached buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) stories, whichever is higher.
 - B. Minimum lot area per dwelling unit:
 - 1. *Single-family detached:* Three thousand (3,000) square feet.
 - 2. Single-family attached: One thousand six hundred (1,600) square feet.
 - C. Maximum density:
 - 1. Single-family detached: Six (6) units per gross acre.
 - 2. Single-family attached: Ten (10) units per gross acre.
 - D. *Minimum lot frontage.* Thirty-five (35) feet for single-family detached, except for cul-de-sac lots, which shall be twenty (20) feet. All other uses shall be twenty (20) feet.
 - E. *Minimum lot width.* Thirty-five (35) feet for single-family detached, except for cul-de-sac lots which shall be twenty (20) feet. All other uses shall be twenty (20) feet.
 - F. Minimum lot depth: Eighty (80) feet.
 - G. Minimum development area: Five (5) acres.
 - H. Minimum heated floor area: One thousand (1,000) square feet.
 - I. Setbacks:
 - 1. Front yard setback: Ten (10) feet.

- and two and one-half (2½) feet for single-family detached, as measured from any part of the structure (including any over-hang).
- 3. Rear yard setback: Twenty (20) feet.
- J. *Landscape buffer requirement*. A ten-foot wide buffer is required along property lines as designated common space which abuts a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.
- K. Accessory use, building and structure requirements. See section 4.9 of this chapter.
- L. Other required standards.
 - 1. A mandatory owners association must be formed and incorporated which provides for building and grounds maintenance and repair, insurance and working capital. Said association must also include a declaration and bylaws, including rules and regulations. The declarations and bylaws shall not be enforced by the city. The declarations and bylaws shall, at a minimum, regulate and control the following: private roads, animals, signs, exterior items such as fences, lawn ornaments and restrictions or removal of landscape areas and buffers, building improvements, outside storage, overnight parking of vehicles, decorations, trash collection, restrictions on all units being occupied by persons aged fifty-five (55) and older as defined by the Fair Housing Act as may be amended from time to time and accessory buildings and structures, or the like. It shall be the responsibility of the homeowners' association to enforce the Declaration of Covenants, Conditions and Restrictions, rules, and regulations.
 - 2. Principal structures on lots within the RSL district shall have a minimum of fifty (50) percent finish product on the exterior walls of the buildings consisting of brick, stone, hard-coat stucco, or fiber cement siding.
 - 3. A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the RSL district.
 - 4. No more than six (6) units may be attached side by side.
 - 5. Required buffers may be included within required setbacks, however, in such case that the required buffer is greater than the required setback, the required buffer shall be adhered to. Additionally, necessary private utilities and/or access drives may be allowed through, over or across a landscaped border.
 - 6. No fewer than three (3) dwelling units in a row shall be allowed.
 - 7. Required parking shall be two (2) spaces per dwelling unit. Parking in driveways shall be allowed to count as one (1) space towards the parking requirement.
 - 8. Building lots shall have frontage on a private drive, public right-of-way, or common driveway. A common driveway shall be used to access a maximum of four (4) lots or six (6) units. A common drive shall be placed in a minimum of a twenty-four-foot unobstructed corridor.
 - 9. A minimum ten (10) percent of overall property shall be set aside for open space.
- 6.8.6. *Other regulations.* The headings below contain additional, but not necessarily all, provisions applicable to the RSL district.
 - Fair Housing Act in 42 U.S.C. 3601-3631.
 - City of Cartersville Landscaping Ordinance.
 - City of Cartersville Sign Ordinance.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 18-02

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 Earnest Cochran. Property is located at 1001 and 1003 North Tennessee Street. Said property contains 2.295 acres located in the 4th District, 3rd Section, Land Lot 239 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-15 (S/F Residential) to M-U (Mixed Use) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. Multi-Family development is limited to six (6) dwelling units per acre.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 21st day of March 2002. First Reading ADOPTED this the 4th day of April 2002. Second Reading.

	/s/	
	Michael G. Fields	
	Mayor	
ATTEST:	·	

Sandra E. Cline City Clerk

Application	for	Rezoning
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City of Cartersville

Case Number: 71805

Date Received: 111418

Public Hearing Dates:

Planning Commission		1 st City Council	Dec 20	2 nd City Council	Jan 4	
	5:30pm		7:00pm		7:00pm	

Applicant JONET THORN BROUGH (printed name)	Office Phone
Address Po Box 1206	Mobile/ Other Phone
City Carteronic State Ga	Zip 30120 Email twijct@aol.com
Representative's printed name (if other than applicant)	Phone (Rep) 770-841-9190 /404-391-978
Rayons	Email (Rep) Journey Syermass @ gmail.com
Representative Signature	Applicant Signature Communication
Signed, sealed and delivered in presence of:	Manual Ma
Day M. Carson	20.19
Nótary Public	ARY PURITH

EEC LP	
* Titleholder Janet THORN BRUCH Phone (titleholder's printed name)	770-655-5007
Address 1206 Carteonie Email	tuti CAGARS
Signature Jan J. Signature	JAN.
Signed, sealed, delivered in presence of:	My commission expires:
Jan. Carson	20
Notary Public	ARY FUELINIAN

Present Zoning District MU* AND R15	Requested Zoning MU AND RSL		
Acreage 10.7 1/2 Land Lot(s) 239 £ 240	District(s) 4 Section(s) 3		
Location of Property: 1001 2 1003 N. Tonno (street address, nearest Interse	COSC ST AND 10314 MIMOSA LANE		
Reason for Rezoning Request: From the the redevelopment of the property			
(attach additional statement as necessary)			

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

CAMPAIGN DISCLOSURE REPORT FOR REZONING ACTIONS

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

Date of Application: November 1, 2018

Date Two Years Prior to Application: November 1, 2016

Date Five Years Prior to Application: November 1, 2013

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

Mayor, Matt South	YES	NO
Mayor: Matt Santini		
Council Member:		7
Ward 1- Kari Hodge		
Ward 2- Jayce Stepp		
Ward 3- Cary Roth		
Ward 4- Calvin Cooley	S 	
Ward 5- Gary Fox	-	/
Ward 6- Taff Wren)	<i></i>
	£	
Planning Commission		
Greg Culverhouse)
Harrison Dean	-	
Lamar Pendley		-/
Lamar Pinson	-	
Travis Popham		
Jeffery Ross	12	
Stephen Smith		
E-van annen		5
		1

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

Item # 10

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: NOVEMBUR 1, 2018

Date Two Years Prior to Application: November 1, 2016

Date Five Years Prior to Application: November 1, 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		1
Greg Culverhouse		/
Harrison Dean		_
Lamar Pendley	(* ***********************************	
Lamar Pinson		\leftarrow
Travis Popham	-	
Jeffery Ross	1	\rightarrow
Stephen Smith		
•		

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

Signature Da

Print Name

SPACE FOR CLERK OF SUPERIOR COURT		
	L. L. 194	L. L. 193
	L. L. 194	
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
		HICKORY LANE
		(JANET C. THORNBROUGH)
		D. B. 1278–309
	L. L. 239	L. L. 240
	(RANDY B. BERREY, JOHN R. BECK &	<u> </u>
	OTOVEN (DLOVY	
	D. B. 1284-388	
	IPF (3/8"PIPE) IPF (0.58' WEST O	
		(JANET C. THORNBROUGH)
	DECK)	D. B. 2634-408
	(BECKY JEAN BECK) D. B. 2670-963	EXISTING "R15"
	D. B. 2670-963 IPF (3/4"ROD) (ON LINE)	LAISTING KIS
	- CON ZINES	! . <i>. </i>
· ·	(BARTOW COUNTY)	
,	2705-631	i I I I
\ \	N 84°22'57"E IPF	
NORTH JIPE	N 84°22'57"E—— 274.43' — —	10' BSL IPP &
\ 콕 \ _{IPE} (1/2"PIPE) N 84 22 33'	10' BSL
	——————————————————————————————————————	
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INNESSI NNESSI		1,
TENNESSEE	ESIXTING "MU" PROPOSED "MU"	1.7.7.7 00 00
		00 232
SREET	2.295 ACRES 4 2.504 ACRES 8 2	S A TREET
	7.70	PROPOSED "RSL" STREET CHESTNUT STREET
80'	$\frac{33}{14}$	E SEE ACRES
72 IP	Z IZ	5.655 ACRES
	(LOUISE BOOSES)	
OWNER'S CERTIFICATE	(LOUISE ROGERS)	33"/
The owner of the land shown on this plat and whose name is	10' 85'	2.6
subscribed hereto, in person or through a duly authorized	10' BSL N 85'10'00" N 88'24'2	S 53.55, 25, 25, 26, 26, 27, 28, 27, 28, 27, 28, 27, 28, 27, 28, 28, 28, 28, 28, 28, 28, 28, 28, 28
agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other	10' BSL N 85'19'00"W N 88'24'2 100.31'/	
assessments now due on this land have been paid, that all	64.20° IPE	S 86°18'00"W ————————————————————————————————————
streets, water systems, drains and drainage easements, and public places shown are dedicated to the use of the	(3/4 PIPE)————	
public forever.		MIMOSA LANE 40' R/W
	31.28'	M _{II}
Owner Date	S 87*29'14"W \	FLOOD INSURANCE RATE MAP 13015C0005 E DATED JUNE1,1984 SHOWS THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE. ORIGINAL TO SERVE TO SERVE THE SERVE TO SERVE TO SERVE THE SERVE TO SERV
SURVEYOR'S CERTIFICATE	N 88°24'21"W	FLOOD INSURANCE RATE MAP 13015C0005 E DATED JUNE1,1984 SHOWS THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE.
It is hereby certified that this plat is true and correct	23.57'	IS NOT IN THE TOO YEAR FLOOD ZONE.
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		DATE OF LAST FIELD SURVEY:
are correctly shown, and that all requirements of the de- velopment and zoning regulations have been fully complied		11-8-2018 3423.CRD 3423-4.DWG
with.	DEZONINO CURVEY FOR	NOTE: IRON PINS ARE (1/2"RE-BAR) EXCEPT AS SHOWN.
Wille C. Std 11-08-2018	REZONING SURVEY FOR JANET C. THORNBROUGH &	LACEFI AS SHOWN.
Surveyor Date	TED W. THORNBROUGH &	
CITY OF CARTERSVILLE CERTIFICATE:	PROPERTY IN THE CITY OF CARTERS'	VILLE FIELD TRAVERSE:
In accordance to the City of Cartersville Development Regula—	PROPERTY IN LAND LOTS 239 & 240	CLOSURE; ONE FOOT IN 30,000 FEET
tions and the City's Zoning Ordinance, all requirements of	4th DISTRICT, 3rd SECTION	USING A LIETZ SET 3. ANGULAR ERROR; 0°00'06"PER ANGLE
approval having been fulfilled, this plat was given final approval by the following City personnel on behalf of the	BARTOW COUNTY, GEORGIA	POINT USING A LIETZ SET 3.
City of Cartersville:	TOTAL AREA = 10.454 ACRES	ADJUSTED; USING THE COMPASS RULE. PLAT CLOSURE; ONE FOOT IN
		SMITH & SMITH LAND SURVEYORS, P.C. GEORGA 245,000 FEET.
Zoning Administrator Date		2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
		* REVISED 5-25-1999
Water Superintendent Date		REGISTERED LAND SURVEYOR No. 1803 R/W — RIGHT OF WAY R — RADIUS LP— LIGHT POLE REVISED 11—8—2018
City Engineer Date		CM + CONCRETE MARKER & CENTER LINE SCALE 1"=100'
		L OR A—LENGTH OF CURVE PP— POWER POLE FILE 3423—4









City Council Meeting 2/21/2019 7:00:00 PM HSPB#2 Stabilization Project – Final Adjustment Change Order

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recomendation:	Stabilization of the Number Two High Service Pump Building (HSPB#2) was authorized on March 15, 2018. The work consisted of the following major tasks: Demolition of the interior floor of the building Demolition of all interior pipe support cradles Removal of all 36-inch internal piping Removal of all pump control valves and isolation valves Installation of 3,500 vertical feet of 6-in diameter wall and pipe support micro piles Installation of a new flow control valve and actuator Replacement of the entire interior floor and all pipe support cradles Reinstallation of the original 36-inch pipe and valves Test run and recommission of pump station The project was awarded to SOL Construction in the amount of \$1,193,475.00. Due to unforeseen issues discovered after removing the floor, Change Order #1 was approved which increased the project total to \$1,309,691.23. Change Order #2 was approved to replace the faulty MPRs discovered after the pump station reassembly, which increased the total contract to \$1,332,600.25. All work in the original scope as well as both change orders has been completed. This final adjustment change order reconciles bid quantities to actual quantities used for the project. The result of those adjustments is a reduction of \$25,874.00 for a final project cost of \$1,306,726.25 (9.5% above original contract bid). This project was funded with bond funds and is well under our FY18-19 budgeted amount of \$1,600,000. The additional funds will be contributed to projects which have come in above budget.
	This final adjustment change order is recommended for your approval to finalize the contract and close the project.
City Manager's	This will finalize the contract and close the project out. This is a budgeted project that was paid for through the water bond at 1

Remarks:	came in under budget. Your approval of the final adjustment change order is recommended.
Financial/Budget Certification:	This project was funded with bond funds. The delivered project is well under our FY18-19 budgeted amount of \$1,600,000.
Legal:	
Associated Information:	

CONTRACT MODIFICATION

Owner: CITY OF CATERSVILLE, G	<u>SEORGIA</u>			
Contractor: SOL CONSTRUCTION	, LLC			
Change Order No. 3-FINAL	nange Order No. 3-FINAL Date: February 11, 2019			
Project: <u>CATERSVILLE WTP HSPS PROJECT</u>	Project: CATERSVILLE WTP HSPS REHABILITATION (HSPS #2) / HSPB #2 STABILIZATION PROJECT			
W&S Project No.: <u>027-16-122</u>	Owners Project No.: <u>505.3310.54.2326</u>			
Description of Changes: 1. To adjust the contract to conforn	n to the final adjusted q	uantities		
Reason for Change: 1. To close the project out				
		Total Co	ntract Cost	
Original Contract Amount Change Order # 1, Total net Add Change Order # 2, Total net Add Final Quantity Summary, Total net D)educt	\$ \$ \$	1,193,475.00 116,216.25 22,909.00 (25,874.00)	
Revised Final Contract Amount		\$	1,306,726.25	
This Change is Acceptable To:	SOL CONSTRUCTION	N, LLC, Co	ntractor	
Signed: Jose C. Suarez Gonzale	<u>ą; "Kiko"</u> Title <u>Project Ma</u>	anager	Date: <u>February 11. 201</u> 9	
Approval of Change Requested By:	CITY OF C	ARTERSV	ILLE, GEORGIA, Owner	
Signed:	Title_ Project N	Manager	Date:	
Recommended By:	WIEDEMAN AND S	<u>INGLETOI</u>	N, INC., Engineer	
Signed:	Title		Date:	

Attachment	number	1	∖nPage	2

CORRESPONDENCE RELATED TO CHANGE ORDER NO. 3-FINAL

EXHIBIT 1									
FINAL QUA	NTITY SUMMARY								
Project Na	HSPS Rehabilitation (HSPS #2)	W&S Proje	ct Number:	027-16-122		Owner	's Project No.:	505.3310.54.2326-HSI	PB#2
Contractor	Sol Construction, LLC	Contract :	HSPB #2	Stabilization Proje	ct				
Project Fin	nal Close-out Change Order	For Period	5/2/2018	THROUGH		2/26/2019			
•	•								
SECTION	I - Construction of HSPS Rehabilitation (HSPS	#2)							
	CONTRACT LINE ITEMS	CC	ONTRACT	AMOUNTS BY LI	ΝE		co	MPLETED	AMOUNT
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT		TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Construction of Rehabilitation of HSPS #2			,	\$	518,000.00	1.00	\$ 518,000.00	
	Section I Total				\$	518,000.00	:	\$ 518,000.00	\$ -
SECTION	II - Major Equipment								
	CONTRACT LINE ITEMS	CC	ONTRACT	AMOUNTS BY LI	NE	TOTAL ITEM	co	MPLETED	AMOUNT
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT		COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Globe Body Pressure Reducing Valve (40 05 67) GA Industries / VAG USA	1.00	LS	\$ 28,000.00	\$	28,000.00	1.00	\$ 28,000.00	\$ -
2	Butterfly Valves (40 05 64) & Rotary Actuator	1.00	LS	\$ 86,000.00	\$	86,000.00	1.00	\$ 86,000.00	¢ -
-	(40 92 43) DeZurick & Beck Section II Total	1.00	20	Ψ 00,000.00	<u>\$</u>	114,000.00		\$ 114,000.00	\$ -
	Gettorn Total				<u> </u>	114,000.00	:	Ψ 114,000.00	Ψ -
SECTION	III - Micropiles Cash Allowance CONTRACT LINE ITEMS	C	NITRACT	AMOUNTS BY LI	NE	ITEM		MPLETED	AMOUNT
				COST PER		TOTAL ITEM			
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT		COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Micropiles Design and Mobilization Micro-Piles Installed for East Wall	1 1520	LS LF	\$ 75,000.00 \$ 98.00		75,000.00 148,960.00	1.00 0.88	\$ 75,000.00 \$ 130,732.00	\$ - \$ (18,228.00)
4	Micro-Piles Installed for Pipe Supports	1980	LF	\$ 82.00	\$	162,360.00	1.31	\$ 212,626.00	\$ 50,266.00
5	Building Support Cap	1	LS	\$ 77,500.00		77,500.00	1.00	\$ 77,500.00	
6 7	Pipe Support Caps P&P BOND	10 1	EA LS	\$ 1,800.00 \$ 5,000.00		18,000.00 5,000.00	1.00 1.00	\$ 18,000.00 \$ 5,000.00	
,	Section III Total	ı	LS	\$ 5,000.00	\$	486,820.00	1.00	\$ 518,858.00	\$ 32,038.00
CECTION	IV. DTIL Harmada a (OCADA) Cook Allamana								
SECTION	IV - RTU Upgrades (SCADA) Cash Allowance: CONTRACT LINE ITEMS	CO	ONTRACT	AMOUNTS BY LI	NE	ITEM	СО	MPLETED	AMOUNT
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER		TOTAL ITEM	QUANTITY	TOTAL COST	OVER/UNDER
1	SCADA System Cash Allowance	1.00	LS	\$ 25,055.00	\$	25,055.00	1.00	\$ 25,055.00	\$ -
					\$	25,055.00	:	\$ 25,055.00	\$ -
	Section IV Total								
SECTION	Section IV Total V - Extra Work								
SECTION		Co	ONTRACT	AMOUNTS BY LI			co	MPLETED	AMOUNT
SECTION ITEM NO.	V - Extra Work	CO	ONTRACT	AMOUNTS BY LI		ITEM TOTAL ITEM COST	CO	MPLETED TOTAL COST	AMOUNT OVER/UNDER
ITEM NO.	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A	QUANTITY 20	UNIT CY	COST PER UNIT \$ 350.00	NE \$	TOTAL ITEM COST 7,000.00	QUANTITY 49.73	* 17,406.00	OVER/UNDER \$ 10,406.00
1A 1B	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel	QUANTITY 20 2	UNIT CY TON	* 350.00 \$ 1,500.00	NE \$ \$	TOTAL ITEM COST 7,000.00 3,000.00	49.73 0.00	* 17,406.00	OVER/UNDER \$ 10,406.00 \$ (3,000.00)
ITEM NO.	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A	QUANTITY 20	UNIT CY	COST PER UNIT \$ 350.00	NE \$ \$ \$	TOTAL ITEM COST 7,000.00	QUANTITY 49.73	* 17,406.00	OVER/UNDER \$ 10,406.00
1A 1B 1C 1D 2	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings	20 2 200 50 8000	CY TON SF CY LBS	\$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00	NE \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00	49.73 0.00 0.00	* 17,406.00	OVER/UNDER \$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75)
1A 1B 1C 1D 2 3	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving	20 2 200 50	CY TON SF CY	\$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00	NE \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00	49.73 0.00 0.00 0.00	*** 17,406.00 *** -	OVER/UNDER \$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00)
1A 1B 1C 1D 2 3 4	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work	20 2 200 50 8000 1000	CY TON SF CY LBS SF	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$	\$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00	49.73 0.00 0.00 0.00 4470.06	TOTAL COST \$ 17,406.00 \$ - \$ - \$ - \$ 17,880.25 \$ -	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00)
1A 1B 1C 1D 2 3	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving	20 2 200 50 8000	CY TON SF CY LBS	\$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00	\$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00	49.73 0.00 0.00 0.00	TOTAL COST \$ 17,406.00 \$ - \$ - \$ - \$ 17,880.25	OVER/UNDER \$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75)
1A 1B 1C 1D 2 3 4 4A 4B 4C	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum	QUANTITY 20 2 2000 50 8000 1000 500 200 100	UNIT CY TON SF CY LBS SF LF LF LF	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 4.00 \$ 1.50 \$ 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 500.00	49.73 0.00 0.00 0.00 4470.06	TOTAL COST \$ 17,406.00 \$ - \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ - \$ -	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00)
1A 1B 1C 1D 2 3 4 4A 4B	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB	20 2 200 50 8000 1000 500 200	CY TON SF CY LBS SF	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 4.00 \$ 1.50	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 500.00 100.00	49.73 0.00 0.00 0.00 4470.06	TOTAL COST \$ 17,406.00 \$ - \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (300.00) \$ (500.00) \$ (100.00)
1A 1B 1C 1D 2 3 4 4A 4B 4C	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum	QUANTITY 20 2 2000 50 8000 1000 500 200 100	UNIT CY TON SF CY LBS SF LF LF LF	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 4.00 \$ 1.50 \$ 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 500.00	49.73 0.00 0.00 0.00 4470.06	TOTAL COST \$ 17,406.00 \$ - \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ - \$ -	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00)
1A 1B 1C 1D 2 3 4 4A 4B 4C 4D	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB Section V Total VI - APPROVED CHANGED ORDERS	QUANTITY 20 2 200 50 8000 1000 500 200 100 5	UNIT CY TON SF CY LBS SF LF LF LF LF EA	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 1.50 \$ 5.00 \$ 20.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 300.00 500.00 100.00 49,600.00	QUANTITY 49.73 0.00 0.00 0.00 4470.06 0.00 0.00 0.00 0.00 0.00	TOTAL COST \$ 17,406.00 \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ - \$ - \$ - \$ 5	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00) \$ (100.00) \$ (14,313.75)
1A 1B 1C 1D 2 4 4A 4B 4C 4D SECTION	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB Section V Total VI - APPROVED CHANGED ORDERS CONTRACT LINE ITEMS	QUANTITY 20 2 2 200 50 8000 1000 500 200 100 5 6 CC	UNIT CY TON SF CY LBS SF LF LF LF LF DONTRACT	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 1.50 \$ 5.00 \$ 20.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 300.00 500.00 100.00 49,600.00	QUANTITY 49.73 0.00 0.00 0.00 4470.06 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL COST \$ 17,406.00 \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ 5 - \$ 5 - \$ 5 - \$ MPLETED	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00) \$ (100.00) \$ (14,313.75)
1A 1B 1C 1D 2 3 4 4A 4B 4C 4D	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB Section V Total VI - APPROVED CHANGED ORDERS	QUANTITY 20 2 200 50 8000 1000 500 200 100 5	UNIT CY TON SF CY LBS SF LF LF LF LF EA	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 1.50 \$ 5.00 \$ 20.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 300.00 500.00 100.00 49,600.00	QUANTITY 49.73 0.00 0.00 0.00 4470.06 0.00 0.00 0.00 0.00 0.00	TOTAL COST \$ 17,406.00 \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ - \$ - \$ - \$ 5	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00) \$ (500.00) \$ (100.00) \$ (14,313.75)
1A 1B 1C 1D 2 4 4A 4B 4C 4D SECTION	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB Section V Total VI - APPROVED CHANGED ORDERS CONTRACT LINE ITEMS	QUANTITY 20 2 2 200 50 8000 1000 500 200 100 5 6 CC	UNIT CY TON SF CY LBS SF LF LF LF LF DONTRACT	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 1.50 \$ 20.00 \$ 20.00 \$ 1.50 \$ 1.50 \$ 1.50 \$ 20.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 300.00 49,600.00	QUANTITY 49.73 0.00 0.00 0.00 4470.06 0.00 0.00 0.00 0.00 0.00 0.00	TOTAL COST \$ 17,406.00 \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ 5 - \$ 5 - \$ 5 - \$ MPLETED	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00) \$ (100.00) \$ (14,313.75)
17 1A 1B 1C 1D 2 3 4 4A 4B 4C 4D SECTION	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB Section V Total VI - APPROVED CHANGED ORDERS CONTRACT LINE ITEMS DESCRIPTION OF ITEM Adjust quantities for pile installation Repair Electric Duct Bank	QUANTITY 20 2 200 50 8000 1000 500 200 100 5 CO QUANTITY	UNIT CY TON SF CY LBS SF LF LF LF LF UNIT	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 1.50 \$ 5.00 \$ 20.00 \$ 1.50 \$ 5.00 \$ 20.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 500.00 100.00 49,600.00 ITEM TOTAL ITEM COST	QUANTITY 49.73 0.00 0.00 0.00 4470.06 0.00 0.00 0.00 0.00 0.00 0.00 CO QUANTITY	TOTAL COST \$ 17,406.00 \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ 5 - \$ 5 - \$ 5 - \$ TOTAL COST	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00) \$ (100.00) \$ (14,313.75) AMOUNT OVER/UNDER
17 1A 1B 1C 1D 2 3 4 4A 4B 4C 4D SECTION 1.1	V - Extra Work CONTRACT LINE ITEMS DESCRIPTION OF ITEM Class A Reinforcing Steel Contact Forms General Excavation Ductile Pipe and Fittings Remove and Replace Plant Mix Paving Electrical Work Number 16 AWG Number 10 AWG 3/4" Conduit Aluminum 3/4" 90 LB Section V Total VI - APPROVED CHANGED ORDERS CONTRACT LINE ITEMS DESCRIPTION OF ITEM Adjust quantities for pile installation Repair Electric Duct Bank Splice new wires at existing MH and connect at	QUANTITY 20 2 2 200 50 8000 1000 500 200 100 5 CC QUANTITY	UNIT CY TON SF CY LBS SF LF LF LF LF UNIT LS	COST PER UNIT \$ 350.00 \$ 1,500.00 \$ 6.00 \$ 20.00 \$ 4.00 \$ 1.00 \$ 1.50 \$ 20.00 \$ 4.00 \$ 1.50 \$ 1.50 \$ 5.00 \$ 20.00	\$	TOTAL ITEM COST 7,000.00 3,000.00 1,200.00 1,000.00 32,000.00 4,000.00 500.00 500.00 49,600.00 ITEM TOTAL ITEM COST 43,598.25	QUANTITY 49.73 0.00 0.00 0.00 4470.06 0.00 0.00 0.00 0.00 0.00 0.00 0.0	TOTAL COST \$ 17,406.00 \$ - \$ - \$ 17,880.25 \$ - \$ - \$ - \$ - \$ - \$ 5 - \$ 5 - \$ 5 - \$ TOTAL COST	\$ 10,406.00 \$ (3,000.00) \$ (1,200.00) \$ (1,000.00) \$ (14,119.75) \$ (4,000.00) \$ (500.00) \$ (500.00) \$ (100.00) \$ (14,313.75) AMOUNT OVER/UNDER
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City Council Meeting 2/21/2019 7:00:00 PM Firehouse Grant Revision

SubCategory:	Grant Application/Acceptance
Department Name:	Fire
Department Summary Recomendation:	On 1/17/2019, Mayor and Council accepted a grant of equipment from Firehouse Subs Foundation. We were notified that the foundation would rather provide direct funds and have us purchase the equipment. The amount of the grant remains \$15,232.72, so there is no additional expense to the City. We are requesting that this revision be accepted and we will purchase all equipment through the normal process.
City Manager's Remarks:	As mentioned by the Fire Department, there will be no additional expense on the City. The revision will allow for the department to be given the money directly by Firehouse Subs and the department will purchase the equipment. Your approval of the revision is recommended.
Financial/Budget Certification:	There is no additional expense to the City.
Legal:	N/A
Associated Information:	N/A

Scott Carter

From:

Mark Hathaway

Sent:

Friday, February 8, 2019 4:39 PM

To:

Scott Carter

Subject:

FW: MOU Signature Needed- Cartersville Fire Department

Attachments:

MOU- Cartersville FD.pdf

Firehouse Subs has elected to give us a check.

Mark H.

From: Procurement [mailto:procurementfoundation@firehousesubs.com]

Sent: Friday, February 8, 2019 2:09 PM

To: gilreathy@bartowga.org; Mark Hathaway <mhathaway@cityofcartersville.org>

Cc: procurementfoundation@firehousesubs.com

Subject: MOU Signature Needed- Cartersville Fire Department

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

Dear Valerie and Mark,

Our Foundation has elected to submit a check to your organization for you to directly purchase the equipment per your approved grant request.

Please review & sign the attached memo of understanding (MOU) within 10 business days. E-mail procurementfoundation@firehousesubs.com or fax (904) 886-2111 us a signed copy. Once we have your signature, we will add our signature and provide you a scanned copy. After that, we will submit a check request.

Let us know if you have any questions.

Thank you, Mary Pat Wallmeyer

Grants Procurement

Firehouse Subs Public Safety Foundation 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258 procurementfoundation@firehousesubs.com

FirehouseSubsFoundation.org

Twitter Facebook

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City Council Meeting 2/21/2019 7:00:00 PM Odorant for Gas System

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recomendation:	Federal regulations require that we odorize our gas for safety purposes. GPM Equipment Sales, Inc. is the sole provider for mercaptan (odorant) in this area. We use about 240 gallons annually between our two stations. We are requesting approval, not to exceed 500 gallons at \$24.50 per gallon, or \$12,250.00. This is a federal requirement and your approval of this purchase is recommended.
City Manager's Remarks:	This is a budgeted item and an annual purchase for the gas system. Your approval of the odorant purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill

From: Greg Thacker

Date: 2-5-19

Re: Odorant Purchase

It is time to fill the odorant tanks at stations one and two in Floyd County. Federal regulations require that we odorize our gas for safety. GPM Equipment Sales, Inc. is the sole provider in this area. Annually we use about 240 gallons of odorant between our two stations. As of today we need 450 gallons to fill stations one and two at a cost of \$11,025.00. At time of delivery we may be able to take 500 gallons at a cost of \$12,250.00.

Greg Thacker

From:

GPM Equipment Sales, Inc <gpmgrubb@bellsouth.net>

Sent:

Monday, February 04, 2019 7:26 AM

To:

Greg Thacker

Subject:

Odorant Proposal/Delivery

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

GPM Proposal # 0205

Mr. Greg Thacker Cartersville Gas System

Subj: Odorant Fill-up, Scheduled

Qty	P/N	Desc	Cost
450	SL-1009	Odorant plus Installation (2) Locations via our Truck	24.50/Gal
Del: 35-4	9 days	TOTAL COST: 11,	025

John Grubb, Pres GPM Eq, Inc. PO Box 767 Pelham, AL 35124

205-988-0876 205-988-8588 f



City Council Meeting 2/21/2019 7:00:00 PM Utility Locate Instrument

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recomendation:	The Gas System locate technicians are in need of a new utility locating instrument. This instrument will be used on a daily basis to locate all five utilities. The instrument is a Radio-detection RD 8100 PDL Receiver and TX-10 Transmitter and the total price is \$6,348.88. This instrument is far superior than our current instrument. C&S Solutions East is the sole authorized distributor in our area. I recommend approval of this item.
City Manager's Remarks:	This is a budgeted item and one that all utilities can use. The vendor is a sole source distributor. Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

C&S SOLUTIONS EAST

MONROE GA OFFICE Phone: 770-500-4485 Fax: 888-235-3140

Date	Sales Representative	Quote Number	Ship Via
2/7/2019	BRADLEY SORRELLS	725	

QUOTA	TION		Account #	
Company	City of Cartersvi	lle Gas Dept	Phone	
Attention	Greg Thacker		Mobile	770-387-5642
Address			Fax	
			Email	gthacker@cityofcartersville.org
City	Cartersville			
State	GA	Zip	Terms	NET 10 Days

Qty	Item #	Name	Price	Total
1	10/81DL	RD 8100 PDL Receiver	\$3,432.00	\$3,432.00
1	10/TX10	TX-10 Transmitter (10 Watt) includes connection	\$2,593.00	\$2,593.00
		kit with Red/Black Leads, Ground Rod and Ground		
		Extension		
1	MISC PART	Soft Carrying Case 7100	\$171.00	\$171.00
1	MISC PART	4" Induction Clamp	\$403.00	\$403.00
	Freight	Shipping and Handling	\$74.83	\$74.83
	Discount	Discount February C&S Solutions Discount good if ordered and product delivered by 2-28-2019	-\$329.95	-\$329.95
	INCLUDED FREE	FREE ONSITE TRAINING FREE LOANER IF EQUIPMENT GOES IN FOR SERVICE C&S SOLUTIONS IS AUTHORIZED REPAIR FACILITY		
		ADDRESS ANY QUESTIONS TO BRADLEY SORRELLS 770-500-4485		
		Sub Total		\$6,343.88
		Taxes		+s 242 22
			TOTAL	\$6,343.88

QUOTE GOOD FOR 30 DAYS

Prices quoted include: delivery in our truck, on-site training (minimum 2 hours) of your personnel and manufacturer's warranty of one year (90 days) parts and labor. In addition to the manufacturer's warranty, C&S Solutions East will provide free loaner equipment anytime your equipment needs to be sent in for repair (in or out of manufacturer's warranty period).

Item # 14



28 Tower Road Raymond ME, 04071 Tel. 207-655-8525 WWW.radiodetection.com

To: Whom it may concern

This letter confirms that C&S Solutions East Located at PO Box 829 Lexington, SC 29071 is the sole authorized distributor in the states of North Carolina, South Carolina, and Georgia for Radiodetection products for 2019. We believe that you will find C&S Solutions East to be a highly professional and reputable company, and we are pleased to present them to you as our distributor.

If you require information, please do not hesitate to contact me. We appreciate your business.

Regards

SPX

RADIODETECTION 网

The professionals' choice

Kenneth Carangelo

Regional Sales Manager

Kenneth.carangelo@spx.com

T 770-331-7236

Memorandum

To: Michael Hill

From: Greg Thacker

Date: February 13, 2019

Re: Utility Locate Instrument

I have requested a quote from C&S Solutions East for a new locate instrument that will help locate technicians in the field. This instrument will be used on a daily basis to locate all five utilities. The instrument is a Radiodetection RD 8100 PDL Receiver and TX-10 Transmitter. C&S Solutions East are the sole authorized distributor in our area.

Advantages to this equipment:

- Better isolates utility being located which helps prevent bleed over.
- Instrument has a current flow indicator.
- It has a Catholic Protection mode to help when no direct connect is available. It also can help find shorts.
- Instrument has a power sweep mode, Radio mode and 12 different frequency options.

The price quoted for this instrument is \$6,348.88

City Council Meeting 2/21/2019 7:00:00 PM Athletic Equipment Bid

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	The Parks and Recreation Department received 3 bids for the purchase of various sports equipment as noted in the attached quotes. We are recommending the low bid of \$9,787.54 from BSN Sports for your approval. This is a budgeted purchase.
City Manager's Remarks:	Your approval of the athletic equipment bid from BSN Sports is recommended.
Financial/Budget Certification:	These are budgeted purchases.
Legal:	
Associated Information:	



PO Box 7726 DALLAS, TX 75209 Tel: 1-800-527-7510 Fax: 1-800-899-0149 Visit us at www.bsnsports.com

Contact Your Rep

Luke Viverette Email:Iviverette@bsnsports.com | Phone:

Sold to 1095497 City of Cartersville Parks & Recreation Department 100 Pine Grove Road CARTERSVILLE GA 30120-1390 Ship To 1095497 City of Cartersville Parks & Recreation Department 100 Pine Grove Road CARTERSVILLE GA 30120-1390 Quote

Quote #: 21071268
Purchase Order #: Britt Mcgill baseball

Cart Name:

Quote Date: 02/04/2019 Quote Valid-to: 02/28/2019 Payment Terms: NT30

Ship Via: Ordered By:

Payer 1095497 City of Cartersville Parks & Recreation Department 100 Pine Grove Road CARTERSVILLE GA 30120-1390

Item Description	Qty	Uı	nit Price		Total
END SPIKED PITCHING RUBBER - OFFICIAL Item # - 1147902	12 EA	\$	22.49	\$	269.88
MAC ADULT 4-WAY PITCHERS RUBBER Item # - BBPR4WAY	4 EA	\$	79.99	\$	319.96
MAC YOUTH 4-WAY PITCHERS RUBBER Item # - BBPR4YTH	4 EA	\$	70.39	\$	281.56
MAC WAFFLE STYLE IN GROUND HOME PLATE Item # - BBHPSAFW	8 EA	\$	54.39	\$	435.12
MAC ADULT STEP-DOWN PITCHERS RUBBER Item # - BBPRPROX	2 EA	\$	59.99	\$	119.98
MAC YOUTH STEP-DOWN PITCHERS RUBBER Item # - BBPRPROY	2 EA	\$	52.49	\$	104.98
ROL-DRI MASTER UNIT Item # - MTRDMSTR	14 EA	\$	56,24	\$	787.36
ROL-DRI MASTER REPL ROLLER Item # - MTRRTBLU	14 EA	\$	27.74	\$	388.36
EDWARDS 30LS TENNIS NET - TNET30LS ltem # - 1162479	3 EA	\$	176.24	\$	528,72
PickleNet Deluxe Item # - 1390090	3 EA	\$	255.99	\$	767.97
MAC 79P PRACTICE BASEBALL Item # - MCB79PXX	24 DZN	\$	28.99	\$	695.76
MAC #56 OFFICIAL TEE BALL Item # - MCB56TBX	24 DZN	\$	19.99	\$	479.76
MAC ANCHOR CLEAN OUT TOOL Item # - BBDIGOUT	6 EA	\$	14.39	\$	86.34
BIG LEAGUE BASE PLUG 3 PACK Item # - BBBLPLUGPK	15 PAC	\$	25.90	\$	388.50
ALUMINUM MAINTENANCE RAKE - 36" Item # - 1196245	3 EA	\$	59.99	\$	179.97
ALUMINUM MAINTENANCE RAKE - 24" Item # - 1196238	3 EA	\$	54.39	\$	163.17
FLEX STEEL FINISHING MOP Item # - 1091533	3 EA	\$	150.39	\$	451.17
SCHUTT BBPL HOLLYWOOD BASES - SET OF 3 Item # - 1036930	13 SET	\$	229.99	\$	2,989.87
				•	
	Subtotal:			\$9	,438.43
	Other:				\$0.00
	Freight:			,	\$349.11
	Sales Tax:			¢.c	\$0.00
	Order Total:			\$8	9,787.54
	Payment/Credit Applied:				\$0.00

\$9,787.54

Order Total:



Quote Form

			Date:	02/07/19
CUSTOMER #:		_	PO #:	
Customer Name:	City of Cartersville		Key Code:	0
Contact Name:	Britt Mcgill	= :		
Address:	100 Pine Grove Road		0.1	
CITY/ST/ZIP	Cartersville, GA 30120	.	Sales Rep:	Holt Legan
PHONE #:		•		
FAX #:			Credit Card:	
Email Address:		-	Credit Card #:	
Ship Via:		•	Exp. Date:	
Omp via.			CVV#	
			*	
QTY	DESCRIPTION	ITEM NUMBER	QUOTE PRICE	EXTENDED TOTALS
12	END SPIKED PITCHING RUBBER - OFFICIAL		\$23.67	\$284.04
4	MAC ADULT 4-WAY PITCHERS RUBBER		\$82.99	\$331.96
4	MAC YOUTH 4-WAY PITCHERS RUBBER		\$74.39	\$297.56
8	MAC WAFFLE STYLE IN GROUND HOME PLATE		\$56.99	\$455.92
2	MAC ADULT STEP-DOWN PITCHERS RUBBER		\$61.39	\$122.78
2	MAC YOUTH STEP-DOWN PITCHERS RUBBER		\$54.99	\$109.98
14	ROL-DRI MASTER UNIT		\$58.99	\$825.86
14	ROL-DRI MASTER REPL ROLLER		29.99	\$419.86
3	EDWARDS 30LS TENNIS NET - TNET30LS		181.37	\$544.11
3	PickleNet Deluxe		\$260.99	\$782.97
24	MAC 79P PRACTICE BASEBALL		\$32.99	\$791.76
24	MAC #56 OFFICIAL TEE BALL		\$21.99	\$527.76
6	MAC ANCHOR CLEAN OUT TOOL		\$15.99	\$95.94
15	BIG LEAGUE BASE PLUG 3 PACK		\$27.99	\$419.85
3	ALUMINUM MAINTENANCE RAKE - 36"		\$63.99	\$191.97
3	ALUMINUM MAINTENANCE RAKE - 24"		\$55.99	\$167.97
3	FLEX STEEL FINISHING MOP		\$ 152.99	\$458.97
13	SCHUTT BBPL HOLLYWOOD BASES		\$ 239.99	\$3,119.87
Sales Rep:	Holt Legan		SUB TOTAL:	\$9,949.13
Phone#:	972-884-7218		TAX:	\$0.00
Email:	hlegan@leaguedirect.com		Freight \$\$:	\$532.00

TOTAL:

\$10,481.13



Order Form

CUSTOMER #:	
Customer Name:	City of Cartersville
Contact Name:	Britt Mcgill
Address:	100 Pine Grove Road
CITY/ST/ZIP	Cartersville, GA 30120
PHONE #:	
FAX #:	
Ship Via:	
-	

2/07/2019	
0	

Who Wrote	
This Quote:	Carissa Bagley

Credit Card:	
Exp. Date:	
CVV#	

QTY	DESCRIPTION	ITEM NUMBER	QUOTE PRICE	EXTENDED TOTALS
12	END SPIKED PITCHING RUBBER - OFFICIAL		\$23.50	\$282.00
4	MAC ADULT 4-WAY PITCHERS RUBBER		\$83.99	\$335.96
4	MAC YOUTH 4-WAY PITCHERS RUBBER		\$72.99	\$291.96
8	MAC WAFFLE STYLE IN GROUND HOME PLATE		\$56.39	\$451.12
2	MAC WAFFLE STYLE IN GROUND HOME PLATE		\$61.99	\$123.98
14	ROL-DRI MASTER UNIT		\$57.99	\$811.86
14	ROL-DRI MASTER REPL ROLLER		\$28.99	\$405.86
3	EDWARDS 30LS TENNIS NET - TNET30LS		\$177.99	\$533.97
3	Picklenet Deluxe		\$257.99	\$773.97
24	MAC 79P PRACTICE BASEBALL		\$30.99	\$743.76
24	MAC #56 OFFICIAL TEE BALL		\$20.99	\$503.76
6	MAC ANCHOR CLEAN OUT TOOL		15.99	\$95.94
15	BIG LEAGUE BASE PLUG 3 PACK		\$26.99	\$404.85
3	ALUMINUM MAINTENANCE RAKE - 36"		\$61.99	\$185.97
3	ALUMINUM MAINTENANCE RAKE - 24"		\$55.99	\$167.97
3	FLEX STEEL FINISHING MOP		\$153.99	\$461.97
13	SCHUTT BBPL HOLLYWOOD BASES		\$239.99	\$3,119.87
			Subtotal	\$9,694.77
			Freight:	\$53
				A40 000

Freight: Total:

\$10,226.77



City Council Meeting 2/21/2019 7:00:00 PM Commercial Front Loader Lease

SubCategory:	Bid Award/Purchases
Department Name:	Solid Waste Division
Department Summary Recomendation:	Solid Waste Division is requesting to lease a commercial front loader from RDK Truck Sales on a one-year term for \$6,192.40 per month. We have an immediate need for a commercial front loader due to the downing of truck #6223 by the city garage. Truck #6223 has body and frame damage that has rendered it unsafe to put back on the road. We would like to try leasing this type of equipment rather than purchasing it because the maintenance costs are so high. We have spent \$102,751 on maintenance costs on truck #6223 over the last six years. If you look at the purchase costs and maintenance costs together, it is almost equal with the lease costs. The advantage of the lease would be less down time and less demand on the city garage. This item was not budgeted, but is necessary for uninterrupted service for our commercial customers. We recommend approval of this equipment lease from RDK Truck Sales. Proposals were solicited on the Georgia Procurement registry.
City Manager's Remarks:	As mentioned, this item was not budgeted but is needed in order to provide uninterrupted service for our commercial customers. Your approval of this lease from RDK Truck Sales is recommended.
Financial/Budget Certification:	This is an unbudgeted purchase.
Legal:	
Associated Information:	

GA Small Ticket Non-App BQ VPA

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Cartersville, Georgia 1 North Erwin Street Catersville, Georgia 30120

Obligee

Leasing 2, Inc. 1720 West Cass Street, Unit B Tampa, Florida 33606

Dated as of March 1, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-renewed funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Scheme Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term. Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

<u>Section 5.01 Insurance.</u> Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obliger and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

Item # 16

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

<u>Section 9.03 No Remedy Exclusive.</u> No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obliger shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

<u>Section 10.04 Surplus Amount.</u> Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10 to 10 the Markets of II remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments

remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

<u>Section 11.01 Notices.</u> All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule. Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A; The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account

Section 11.11 Obligor further warrants and certifies that: Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit Cattached to the Contract; in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Cartersville, Georgia	Leasing 2, inc.	
Signature	Signature	
Matt Santini, Mayor		
Printed Name and Title	Printed Name and Title	
City of Cartersville, Georgia		
Attested By Authorized Individual:		
Signature		
Printed Name and Title		

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of March 1, 2019, between Leasing 2, Inc. (Obligee) and City of Cartersville, Georgia (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) E-Z Pack Front Loader mounted on Peterbilt 520 Chassis

Physical Address of Equipment after Delivery: 330 S. Erwin St., Cartersville, GA 30120

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of March 1, 2019, between Leasing 2, Inc. (Obligee) and City of Cartersville, Georgia (Obligor)

Date of First Payment: May 1, 2019
Original Balance: \$260,875.00
Total Number of Payments: Thirteen (13)
Number of Payments Per Year: Twelve (12)
Actual: 6.180%

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-May-19	\$6,192.40	\$2,693.93	\$3,498.47	Not Available
2	01-Jun-19	\$6,192.40	\$1,325.49	\$4,866.91	\$257,552.73
3	01-Jul-19	\$6,192.40	\$1,300.42	\$4,891.98	\$252,158.74
4	01-Aug-19	\$6,192.40	\$1,275.23	\$4,917.17	\$246,748.03
5	01-Sep-19	\$6,192.40	\$1,249.91	\$4,942.49	\$241,320.55
6	01-Oct-19	\$6,192.40	\$1,224.45	\$4,967.95	\$235,876.24
7	01-Nov-19	\$6,192.40	\$1,198.87	\$4,993.53	\$230,415.06
8	01-Dec-19	\$6,192.40	\$1,173.15	\$5,019.25	\$224,936.95
9	01-Jan-20	\$6,192.40	\$1,147.30	\$5,045.10	\$219,441.85
10	01-Feb-20	\$6,192.40	\$1,121.32	\$5,071.08	\$213,929.72
11	01-Mar-20	\$6,192.40	\$1,095.20	\$5,097.20	\$208,400.50
12	01-Apr-20	\$6,192.40	\$1,068.95	\$5,123.45	\$202,854.14
13	01-May-20	\$203,483.00	\$1,042.58	\$202,440.42	\$0.00

City of Cartersville, Georgia

Signature Matt Santini, Mayor

Printed Name and Title

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds: Solid Waste Enterprise Fund

^{*}Assumes all Contract Payments due to date are paid

EXHIBIT C

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of March 1, 2019, between Leasing 2, Inc. (Obligee) and City of Cartersville, Georgia (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. 2.	Pursuant to the invoice attached hereto, the amount to be disbursed is \$ and this amount is consistent with the Contract between Obligor and Vendor. Payment is to be made to: Payee:
3.	The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4.	No amount listed in this exhibit was included in any such exhibit previously submitted.
5.	Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.

- 6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
- 7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
- 8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- 9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: rcarney@leasing2.com or Fax: (813) 258-9333

Please call (800) 287-5155 if you have any guestions.

City of Cartersville, Georgia
Signature
Matt Santini, Mayor
Printed Name and Title

EXHIBIT D

SIGNATURE CARD

RE: Government Obligation Contract dated as of March 1, 2019, between Leasing 2, Inc. (Obligee) and City of Cartersville, Georgia (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Cartersville, Georgia.

City of Cartersville, Georgia
Signature
Matt Santini, Mayor
Printed Name and Title
Signature of additional authorized individual (optional) of Obligor
6: 1
Signature
Printed Name and Title

EXHIBIT E

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of March 1, 2019, between Leasing 2, Inc. (Obligee) and City of Cartersville, Georgia (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract. Please complete the below information, attach another page if necessary Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: ____ Cost of Equipment: Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: Cost of Equipment:

 ${\bf Obligor\ will\ immediately\ notify\ Obligee\ if\ any\ of\ the\ information\ listed\ above\ is\ changed.}$

NOTICE OF ASSIGNMENT

MARCH 1, 2019

Leasing 2, Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and City of Cartersville, Georgia, dated as of March 1, 2019.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank P.O. Box 69 Manhattan, Kansas 66505-0069

Leasing 2, Inc., Obligee/Assignor
Signature
Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of Cartersville, Georgia (Obligor) as party to a Government Obligation Contract dated as of March 1, 2019 between Obligor and Leasing 2, Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated March 1, 2019 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank P.O. Box 69 Manhattan, Kansas 66505-0069

City of Cartersville, Georgia

Signature
Matt Santini, Mayor
Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured: Certificate Holder:

City of Cartersville, Georgia KS StateBank

1 North Erwin Street 1010 Westloop, P.O. Box 69 Catersville, Georgia 30120 Manhattan, Kansas 66505-0069

1. Equipment Description

- One (1) E-Z Pack Front Loader mounted on Peterbilt 520 Chassis
- Please include all applicable VIN's, serial numbers, etc.
- 2. Deductible
 - ♦ The deductible amounts on the insurance policy should not exceed \$100,000.00.
- 3. Physical Damage
 - ♦ All risk coverage to guarantee proceeds of at least \$260,875.00.
- 4. Liability
 - ♦ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
- 5. Additional Insured and Loss Payee
 - ♦ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: rcarney@leasing2.com

or

Fax: (813) 258-9333

Please complete the information below and return this form along with the Contract.

City of Cartersville, Georgia
Insurance Company:
Agent's Name:
Telephone #:
Fax #:
Address:
City, State Zip:
Email:

Frequency of Payments

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Payment Amount

Contract Number

identification.

3354934		\$6,192.40		Monthly	
Beginning			Day of Month		
Month Year			1st		
I acknowledge that t	he origination	of ACH transactions to t	this account must comply	with the p	rovisions of U.S. law.
Financial Institution Name Branch					
Address	City		State		Zip
Routing Number			Account Number		
	Type of	Account	Checking Sav	vings	
This authority is to remain in full force termination in such time and manner					nuthorized signer of the account of its
	as to anoru i	KS Stateballk a reasoliab	ie opportunity to act on it.		
Obligor Name on Contract					
City of Cartersville, Georgia					
Signature			Printed Name and Title		
Tax ID Number			Date		
58-6000534					
PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!					

USA Patriot Act
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

- 1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
- 2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
- 3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
- 4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

Form **8038-G** (Rev. September 2011)

Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Revenue Code section 149(e)

OMB No. 1545-0720

Par	Reporting Author	ority				lf An	nended	Retu	rn, ch	eck here ►	
1	Issuer's name 2 Issuer's employer identification number (EIN)						IN)				
	City of Cartersville, Georgia								58-600	0534	
3a	Name of person (other than is	issuer) with whom the IRS ma	y communicate ab	oout this return (se	e instructions)	3b T	elephone	number	of othe	er person shown	on 3a
4	Number and street (or P.O. b	box if mail is not delivered to st	reet address)		Room/suite	5 R	eport nun	nber (Fo	or IRS U	lse Only)	
	1 North Erwin Street									3	
6	City, town, or post office, stat					7 D	ate of iss				
	Catersville, Georgia 301	120							03/01/	2019	
8	Name of issue Government Obligation	Contract				9 C	USIP nun	nber	Nor	10	
10a	Name and title of officer or o		whom the IRS ma	av call for more in	formation (see	10b T	elephone	numbe		cer or other	
	instructions)			,	(е	mployee s	shown o			
Par		Solid Waste Operational lenter the issue price).		ctions and atta	ch schedul		770) 383	-/431			
	•								11		
11								ŀ			
12	•								12		
13	•								13		
14	•								14		
15	Environment (including s	sewage bonds)							15		
16	Housing								16		
17	Utilities								17		
18	Other. Describe ► One	e (1) E-Z Pack Front Loader m	ounted on Peterbi	It 520 Chassis				_	18	266,377	60
19	If obligations are TANs of	or RANs, check only box 1	9a				▶				
	If obligations are BANs,	check only box 19b					▶				
20	If obligations are in the fo	form of a lease or installme	ent sale, check b	oox			▶				
Par	t III Description of O	Obligations Complete	or the entire in	agua far which	this form is	hoina	filod				
Par	Description of C	Obligations. Complete t			uns ionn is						
	(a) Final maturity date	(b) issue price		Stated redemption rice at maturity		(d) We average				(e) Yield	
21	05/01/2020	\$ 266,377.60	\$	260,875.00		.966	ye	ears		6.260	%
Par	t IV Uses of Proceed	ds of Bond Issue (incl	uding underw	riters' discou	unt)						
22	Proceeds used for accru	ued interest							22		
23	Issue price of entire issu	ue (enter amount from line	21, column (b))						23	266,377	60
24		I issuance costs (including			24		5,502	06			
25	`										
26											
27											
28											
29	29 Total (add lines 24 through 28)						29	5,502	06		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)]	30	260,875	00	
Par		Refunded Bonds. Com					· ·	1	- 1	-,-	
31	Enter the remaining weig	ghted average maturity of	the tax-exempt	bonds to be refu	unded			. ▶			years
32											years
33	Enter the last date on wh	hich the refunded tax-exer	npt bonds will b	e called (MM/DI	D/YYYY) .			▶			
34		funded bonds were issued	•	•							
		ct Notice, see separate ir	-	,		lo. 6377			m 803	8 -G (Rev. 9-2	2011)

Form 8038-G (Rev. 9-2011) Page **2**

Part	VI Misc	ellaneous								
35			e volume cap	allocated to the issue ur	nder section 141(b)(5)			35	
36a	Enter the a	mount of gross p	roceeds inves	sted or to be invested in a	a guaranteed inv	estment co	ontract (GIC)			
	(see instru	ctions)						;	36a	
b	Enter the f	inal maturity date	of the GIC▶	(MM/DD/YYYY)						
С	Enter the r	name of the GIC p	orovider >			_				
37	Pooled fina	ancings: Enter the	amount of th	e proceeds of this issue	that are to be us	ed to make	loans			
	to other go	vernmental units							37	
38a	If this issue	e is a loan made f	rom the proce	eds of another tax-exem	ipt issue, check b	oox ► □	and enter th	e following in	formation:	
b	Enter the c	late of the master	pool bond ▶	(MM/DD/YYYY)						
С	Enter the E	EIN of the issuer of	of the master	oool bond ►						
d	Enter the n	name of the issue	r of the maste	r pool bond ▶						
39	If the issue	r has designated	the issue und	er section 265(b)(3)(B)(i)(III) (small issue	r exception	n), check box			. ▶ ☑
40	If the issue	r has elected to p	oay a penalty i	n lieu of arbitrage rebate	, check box					. • 🗆
41a	If the issue	r has identified a	hedge, check	here > \square and enter t	he following info	mation:				
b	Name of h	edge provider ►								
С	Type of he	dge ►								
d	Term of he	edge ►								
42	If the issue	r has superintegr	ated the hedg	e, check box						. ▶ □
43	If the issue	r has established	written proce	dures to ensure that all r	nonqualified bond	ds of this is	sue are reme	ediated		
	according	to the requiremen	nts under the (Code and Regulations (se	ee instructions),	check box				. ▶ 🗌
44	If the issue	r has established	written proce	dures to monitor the requ	uirements of sec	tion 148, cl	heck box			. ▶ 🗌
45a	If some po	rtion of the proce	eds was used	to reimburse expenditure	es, check here 🕨	∙ □ and	d enter the an	nount		
	of reimburs	sement		. •						
b	Enter the c	late the official int	tent was adop	ted ► (MM/DD/YYYY) _						
and	ature sent	and belief, they are process this return,	true, correct, a to the person the	e that I have examined this ind complete. I further declar nat I have authorized above.	e that I consent to					
				zed representative	Date	Data	Type or	print name and		
Paid		Print/Type prepare	a s name	Preparer's signature		Date		Check ☐ i		
	arer	H. Evan Howe				02/1	4/2019	self-employe	F 0 14	38994
	Only	Firm's Name ►	Baystone Fi	nancial LLC			Firm's EIN ▶		48-1223987	
	•	Firm's Address ▶	12980 Metca	alf. Suite 310. Overland	Park. KS 66213	3	Phone no.		(800) 752-3562	2

Form **8038-G** (Rev. 9-2011))

LEASE FINANCING PROPOSAL



Lessee City of Cartersville, GA

Vendor RDK Truck Sales

Proposal Date:	Februar	ıry 4, 2019
Equipment Description:		Pack Front Loader with a Peterbilt 520 Chassis
Commencement Date:	March 1	1, 2019
	Option 1	Option 2
Equipment Cost:	\$260,875	\$260,875
Lessee Down Payment:		
Amount Financed:	\$260,875	\$260,875
Lease Term:	1 Years	2 Years
First Payment Date:	5/1/2019	5/1/2019
Payment Frequency:	Monthly	Monthly
Lease Rate:	6.18%	5.82%
Payment Amount:	\$6,192.40	\$5,665.82
Balloon:	\$203,483	\$151,307
Balloon Due Date:	5/1/2020	5/1/2021

Qualifications:

- 1. <u>Pricing:</u> This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:
 - a) Rate Expiration: Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
 - b) <u>Closing Costs:</u> There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
 - c) Fixed Rates: Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.
- 2. Type of Lease: This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- 3. Financial Reporting: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- 4. <u>Vendor Payable / Escrow Account (where applicable):</u> In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- 5. <u>Credit Approval and Documentation:</u> This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:



Leasing 2, Inc.

Contact: Rick Carney

Phone: 800-287-5155 x16

Date: February 4, 2019

Email: rcarney@leasing2.com



REQUEST TO PROCEED: When you are ready to proceed with Leasing 2 towards f below and completing the requested information. We wand consideration.	inalizing this lease financing arrangement, please indicate so by signing ill immediately email you our application. Thank you for your confidence
and consideration.	
Proposal date: February 4, 2019	Option Chosen: (where applicable)
Upcoming Governing Body meeting date for lease appro	val:
City of Cartersville, GA Name of Lessee	
Authorized Signature	Date
Printed Name Of Authorized Signature	Title
Contact Name (If Different Than Authorized Signature)	Contact Phone
	Last month of your budget year?
Contact E-Mail Address	

ease complete the above information and fax or email all pages of the proposal to 813-258-9333 / rcarney@leasing2.com



** Important: A Resolution will be required with the lease contract **
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.



February 15, 2019

Sent via Email: csummers@cityofcartersville.org

Crystal Summers Solid Waste Operations Manager City of Cartersville

Re: Financing for (1) E-Z Pack Front Loader with Peterbilt 520 Chassis

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in BLUE ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

 Government Obligation Contract An authorized individual that is with the Obligor should sign on the first space provided. A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
 Exhibit A – Description of Equipment Review equipment description. List the location where the equipment will be located after delivery/installation.
 Exhibit B – Payment Schedule The person authorized should sign and print or type name and title
 Exhibit C – Payment Request and Equipment Acceptance Form Complete one form for each Vendor being paid. The person authorized should sign and print or type name and title.
 Exhibit D- Signature Card The person authorized should sign and print or type name and title An additional individual may sign as an authorized individual, if desired.
Exhibit E – Obligor Acknowledgement • Complete information as indicated.
 Notice of Assignment The person authorized should sign and print or type name and title.
Insurance Requirements Form • Complete insurance company contact information where indicated.

• Complete form and attach a voided check.

8038 - IRS Form

- Please read 8038 Review Form
- In Box 2, type Employer Identification Number
- Sign and print name and title

CONDITION TO FUNDING:

If, for any reason: (i) the required documentation is not returned by April 14, 2019, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: AFTER MEETING

Email/fax to:

Donna Womack

dwomack@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 14

Alternate contact:

Rick Carney

rcarney@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 16

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

(800) 287-5155

Thank you for your business.



City Council Meeting 2/21/2019 7:00:00 PM UMS Master Services Contract

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	The AMI Committee has met with Utility Metering Solutions, LLC (UMS) regarding consulting services that they could provide the City on our automated metering infrastructure (AMI) solution. Since we have three utilities, the type of AMI product we select must work with all three utilities' meters and with our utility billing software. The proposal from UMS will allow us to use an experienced AMI consulting firm to help us navigate through the companies that provide AMI solutions. The recommendation is to approve the agreement with UMS for a not to exceed amount of \$151,970, which is made up of this phase of the consulting services of \$134,435 plus a contingency amount of \$17,535.
City Manager's Remarks:	This helps start the AMI process for the City utilities. The document has been reviewed by legal. Your approval of the contract is recommended.
Financial/Budget Certification:	This is a budgeted service to be split equally amongst the water fund, the electric fund, and the gas fund.
Legal:	
Associated Information:	

ADVANCED METERING PROGRAM MANAGEMENT AND IMPLEMENTATION SERVICES

This Agreement (the "Agreement") is made and entered into this __day of _____, 2019, (the "Effective Date") by and between Utility Metering Solutions, LLC ("UMS"), hereinafter called "Service Provider" or "UMS" and the City of Cartersville, a municipality in the State of Georgia ("Client").

RECITALS

WHEREAS, Client is a political subdivision of the State of Georgia; and

WHEREAS, the Client requested a contract with Service Provider to provide advanced metering services related to the design, implementation and maintenance of an Advanced Metering Infrastructure ("AMI") Program for its water, gas and electric supply and distribution systems, and assisting the Client with long-term planning to keep the systems current and functional in the most cost-effective manner possible; and

NOW, **THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, Client and Service Provider agree as follows:

1. <u>SERVICES</u>:

Service Provider to provide professional and technical implementation services related to the design, implementation and maintenance of an Advanced Metering Infrastructure ("AMI") Program for Client's water, gas and electric supply and distribution systems (the "Work"), as specified in each Task Order. It is anticipated that the AMI Program will be phased in over multiple years and be broken down into the following phases:

- 1.1 AMI Solution Design
 - 1.1.1 Data Analysis
 - 1.1.2 Business Process Assessment
 - 1.1.3 AMI Requirements and Budget Refresh
 - 1.1.4 AMI Procurement Financing and Strategy
 - 1.1.5 Industrial Meter Survey
- 1.2 AMI Software & Hardware Procurement
 - 1.2.1 Solicitation
 - 1.2.2 Negotiation
 - 1.2.3 Contracting
- 1.3 AMI Setup
 - 1.3.1 Program Management
 - 1.3.2 Network Implementation
 - 1.3.3 Software Integration
- 1.4 Meter and Endpoint Deployment
- 1.5 Business Process Re-engineering

Client has no obligation to Service Provider to engage in the next phase or any other subsequent phase.

1 ltem # 17

If the Client desires to continue with the AMI program a Task Order will be generated. Task Orders will be executed for each phase of the AMI project and shall be consecutively numbered and amended to this agreement. Services shall be provided in accordance with the provisions of this Agreement and the applicable Task Order. Certain Task Orders may contain supplemental terms and conditions, in addition to those set forth in this Agreement. In the event of a conflict between the terms and conditions of this Agreement and of any particular Task Order, the terms and conditions of the particular Task Order shall take precedence.

Further, by mutual written consent of the parties, any Task Order may be changed, amended or modified, without in any way impacting the validity of the Task Order.

2. INDEPENDENT CONTRACTOR:

Service Provider shall be considered an independent contractor in performing the Work and shall have the right to control the activities of Service Provider's employees, agents and subcontractors in performing the Work except as provided for in this Agreement. Service Provider shall be solely responsible for the compensation, benefits, workers compensation insurance, contributions and taxes of Service Provider's employees, subcontractors or agents.

It is mutually understood that it is the intent of the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

3. PAYMENT:

- 3.1 Client agrees to pay Service Provider in accordance with the schedule of fees and expenses in Attachment B. Upon payment the final Work shall become the property of Client. Fees and expenses will be invoiced approximately monthly and are due and payable within thirty (30) calendar days of the date of each invoice. Client must notify Service Provider in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Such disagreement must be explained in detail, and all undisputed charges must be paid in full when due. Absent such timely notice by Client, Client shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.
- 3.2. <u>Late Charges</u>. Service Provider reserves the right to charge, and Client agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

4. \underline{TAXES} :

Service Provider shall be responsible for collecting and remitting any federal, state, and local taxes due as a result of the Work. Client shall reimburse Service Provider for any base sales and/or use taxes, exclusive of any penalties, as a result of the use by Service Provider of Client services, materials and supplies in the performance of this Agreement.

5. **RESPONSIBILITIES OF Client**

- 5.1 Client shall make available to Service Provider an authorized representative who will act as Service Provider's primary contact person. This person will possess knowledge of the Scope of Services, will assist Service Provider in obtaining any and all information required to perform the Scope of Services, and will schedule necessary meetings with the appropriate individuals within Client's organization (when and as requested by Service Provider).
- 5.2 Client is responsible for paying the meter manufacturer, distributor, billing services provider directly for all meters, transmitters or other related services for the project.
- 5.3 <u>Location and Access</u>. Client shall provide sufficient space for the implementation and operation of the Work for the term of this Agreement, including access to office space with internet service and telephone lines, if necessary to allow Service Provider to perform required maintenance, monitoring, and training services. Client shall provide access for Service Provider and its employees or subcontractors to install, adjust, inspect, maintain, and repair the Work in accordance with the terms of this Agreement during regular business hours, or such other reasonable hours as may be requested by Service Provider and acceptable to Client. Additionally, Client shall provide adequate, secured storage location and facilities for the disposal of old meters which are removed by Service Provider.

Service Provider agrees that the programs and associated reports and documents, whether complete or incomplete, generated directly or indirectly out of, or arising out of the course of performance of services under this Agreement, shall become and remain the sole property of Client upon payment. However, Service Provider may retain one copy of each of these reports and documents for its legal archives.

6. **JOINT RESPONSIBILITIES**

- 6.1 <u>Coordination.</u> Service Provider shall consult with the personnel designated by Client in order to coordinate the Work and shall not permit any act that will unreasonably interfere with the performance of Client's business activities without the prior written approval of Client. Further, Service Provider shall consult with Client regarding the coordination of the Work with any other work being performed by others. Service Provider shall perform the Work under this Agreement in such a manner so as not to harm the structural integrity of Client's operating systems, except as approved previously by Client. Client shall cooperate reasonably and promptly with requests for assistance in coordinating the Work.
- 6.2 <u>Inspections.</u> All materials, equipment and workmanship shall be subject at all reasonable times to inspection by Client or its designated representatives, with regard to quality of materials, workmanship, and the diligent execution of the Work. Service Provider shall allow Client access to all parts of the Work, and shall furnish such information and assistance as is required to make a complete and detailed inspection or inspections. Service Provider shall, upon Client's request, remove or uncover such portions of the finished Work as Client may direct. After the examination, Service Provider shall restore said portion of the Work to the standard required by

this Agreement. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be the responsibility of Client and such uncovering, removing and replacing shall be deemed to be an excusable event of delay, if a delay in completion is caused thereby. If the Work so exposed or examined has not been performed in accordance with this Agreement, the expense of uncovering, removing and replacing any portion of the Work necessary to comply with this Agreement shall be borne by Service Provider.

- Project Schedule. Service Provider and Client shall participate in regularly scheduled Project Status Meetings throughout the term of this Agreement and the frequency of these meetings will vary as directed by Client. Billing data must be correct, verified by Service Provider and Client, and in read-route sequence prior to the start of installation. Extensions of time will be allowed for delays arising from unforeseeable causes beyond the control and without the fault or negligence of Service Provider. A request for an extension of time must be made by Service Provider in writing to Client within fifteen (15) calendar days after the unforeseen condition manifests itself to Service Provider. In the case of a continuing cause of delay, only one (1) request is necessary. Client shall be reasonable in granting or denying additional time to perform under the circumstances at the time of the request.
- <u>Utility Billing Data.</u> Client is responsible for providing Service Provider with the most accurate, current billing data needed in order for Service Provider to successfully install the new metering system. Client must provide current billing data to Service Provider prior to the start of installation. Client is responsible for ensuring the accuracy of the data and for incurring all costs associated with providing this data to Service Provider. Client and/or Client's billing software provider is responsible for providing Service Provider with the proper file format that is needed to ensure the merging of the change out data back into the billing system. Service Provider will provide Client's billing software provider an electronic file of meter change out data at which time Client and/or Client's software provider will be responsible for merging the information back into the billing system. Service Provider will be responsible for providing accurate meter change out data collected during the installation of the new meters. Service Provider will not be held liable for inaccurate data received from Client nor will Service Provider be held liable for any problems arising due to Client's inability to provide Service Provider with accurate data. Client is responsible for all costs associated with merging the change out data back into Client's billing system. Service Provider assumes no responsibility nor does Service Provider make any warranty, expressed or implied, in regards to Client's billing software system and/or the Meter Manufacturer's software. Upon completion of the Work and acceptance by Client, all costs associated with ensuring and/or upgrading Client's billing system to function with the Meter Manufacturer's software rest strictly with Client.
- 6.5 Removed
- 6.6 Removed
- 6.7 Alternative Dispute Resolution (Mediation)
 - 6.7.1 <u>All Disputes.</u> In the event that any dispute or claim related to construction or the contracts should arise between any of the parties to this Agreement, each party agrees to

exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. The parties shall consider litigation as a last resort, to be employed only when Mediation methods fail. To this end, the parties agree to take affirmative steps to communicate effectively, to keep lines of communication open, and to handle all disputes in a reasonable and businesslike manner, which may include the use of a dispute resolution board.

- 6.7.2 <u>Mediation: Disputes under \$50,000</u>. Each party to any dispute under \$50,000 agrees, upon the request of any other party to the dispute, to submit the matter to mediation. The parties shall first confer informally with one another to attempt to resolve the dispute. The mediator shall be a person the parties agree is unbiased and qualified to understand the dispute and make the determinations that are required.
- 6.7.3 Methods of Mediation: Disputes over \$50,000. Each party to any dispute over \$50,000 agrees, upon the request of any other party to the dispute, to submit the matter to Mediation, in a form to be determined by agreement of the parties. The parties shall first confer informally with one another to attempt to resolve the dispute. In the event that the assistance of an unbiased neutral is required, the parties shall meet and come to an agreement as to what form the Mediation should take and who the unbiased neutral party should be. Forms of Mediation that may be utilized include, but are not limited to, mediation, but do not include formal arbitration. The unbiased neutral party may be a professional mediator, an attorney, an architect, an engineer, a board composed of two (2) or more qualified persons, or any person(s) the parties agreed is unbiased and qualified to understand the dispute and make the determinations that may be required.
- 6.7.4 <u>Authority.</u> When Mediation is utilized, regardless of the dollar value of the dispute, each party agrees to have in attendance at their mediation (or whatever method is utilized) a person with actual authority to resolve the dispute.
- 6.7.5 <u>Non-parties.</u> When disputes arise between only persons involved in the project who are not parties to this Agreement, the parties agree to encourage and facilitate the use of Mediation when possible.
- 6.7.6 <u>Court of Competent Jurisdiction</u>. Service Provider agrees that Mediation is a condition precedent to the filing of a court of competent jurisdiction action or other administrative proceeding seeking economic recovery from Client in an amount greater than \$50,000.
- 6.7.7 <u>Costs of Mediation.</u> When Mediation is utilized, the parties included in the process agree to equally share the costs of same.

7. **WARRANTIES:**

Service Provider warrants that all equipment designed, procured, fabricated, and installed pursuant to this Agreement is new and is in good and proper working condition. Further, Service Provider shall deliver to Client for inspection and approval all written warranties from the equipment manufacturers and shall pursue rights and remedies against the manufacturer in the event of an equipment malfunction, improper or defective function, or defects in parts, workmanship, or performance. Service Provider

makes no warranty, expressed or implied, on equipment designed, procured, fabricated, and/or installed by the Client or a company other than Service Provider. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE DISCLAIMED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. <u>HAZARDOUS MATERIALS:</u>

Service Provider's obligations expressly exclude any Work or services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs, in or on the Premises. Client hereby warrants and represents that, to the best of the Client's knowledge, there is no asbestos or hazardous material that will in any way affect Service Provider's Work. Should Service Provider become aware of or suspect the presence of any hazardous materials, Service Provider shall have the right to stop work in the affected area immediately and notify Client. Client will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. Client further agrees to assume responsibility for any claims arising out of or relating to the presence of any hazardous materials, if the presence of said materials is not related to Service Provider's activities.

9. <u>EXCUSABLE DELAY</u>:

- 9.1 In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party, including but not limited to Acts of God, acts of the public enemy; acts of the United States of America, or any State, territory or political subdivision thereof; fires; floods; epidemics; quarantine restrictions; or freight embargoes.
- 9.2 Performance under this Agreement shall be considered extended a period of time equivalent to the time lost because of any delay, which is excusable hereunder; provided, however, that, if any such delay in the aggregate lasts for a period of more than seven (7) days, the party not relying on the excusable delay, at its option, may terminate this Agreement.

10. ADVERTISING:

Neither Service Provider nor Client shall use the name of the other in any advertising without securing the written approval of the other.

11. TERM OF AGREEMENT:

This Agreement shall be in effect from the Notice to Proceed Date until the completion of the Work.

11.1 <u>Termination for Convenience</u>. Client may terminate this Agreement, in whole or in part, for its convenience, by providing Service Provider with thirty (30) days advanced written notice.

In such event, Client shall compensate Service Provider for: (i) all costs and expenses incurred by Service Provider through the date of the termination; (ii) all cost associated with the termination (including but not limited to re-stocking fees, termination charges by subcontractors, vendors and lessors); (iii) all materials and equipment which has been ordered, and which cannot be returned; and (iv) Service Provider profits and Fee on any approved Task Orders, whether or not yet performed.

- 11.2 Termination for Cause. In the event that either party contends that the other party is failing to perform its obligations under this Agreement, or any Task Order, the non-breaching party shall provide the breaching party with written notice of the particular alleged breaches. The party allegedly in breach shall thereafter have a period of ten (10) calendar days within which to initiate corrective or remedial measures in order to eliminate the condition of breach. Should the party in breach fail or refuse to initiate corrective or remedial measures within ten (10) calendar days of receipt of written notification, then the non-breaching party may send a second written notice indicating that if the breaching party continues to fail to initiate corrective or remedial measure within ten (10) calendar days of receipt of the second notice, that the non-breaching party will deem this Agreement to be terminated for cause. In such event, the non-breaching party shall be entitled to all recoveries allowed by this Agreement, any Task Orders, or applicable law.
- 11.3 <u>Service Provider's right to Suspend Performance</u>. Service Provider shall be entitled, at its sole discretion, to discontinue its work under this Agreement, or any Task Order, in the event that undisputed payments due it are not paid within sixty (60) days of the date due.

12. <u>DUTIES OF SERVICE PROVIDER:</u>

- 12.1 <u>Supervision.</u> In order to ensure project quality, Service Provider shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and ensure that an adequate force of skilled workmen are available to complete the Work in accordance with all requirements of this Agreement. Service Provider shall be solely responsible for site safety and for all professional service means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. Client reserves the right to reject any sequences or procedures proposed by Service Provider in connection with the Work which might constitute or create a hazard to the Premises, or to persons or property, or which will result in schedule delays or additional costs to Client.
- 12.2 Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Agreement. Service Provider shall be responsible for the disposal of all equipment and materials removed or replaced through its performance of the Work in accordance with all applicable laws and regulations regarding such disposal, except those items designated by Client as non-disposable. Replaced water, gas and electric meters will be the property of Client and will be turned over by Service Provider to Client in a prescribed manner agreed to by both parties.

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12.3 Throughout the Engagement Period, Service Provider shall provide all necessary labor, supervision, management, analysis, data entry, quality control, and any other professional services necessary to complete the Scope of Services in a timely manner.

13. CHOICE OF LAW JURISDICTION AND VENUE

This Agreement shall be governed, construed and enforced according to the laws of the State of Georgia and, subject to section 6, may be filed in any court of competent jurisdiction. All mediation shall take place in Bartow County, Georgia.

14. <u>INSURANCE REQUIREMENTS</u>

During the Term, Service Provider shall maintain the insurance coverage set forth below and shall provide proof of such insurance coverage to Client prior to Service Provider's initiation of services.

- 14.1 Workers' Compensation Insurance for statutory limits or a State certificate of self-insurance, and Employers Liability Insurance with limits of not less than US \$1 million per occurrence;
- 14.2 Commercial General Liability Insurance, including blanket contractual coverage, for bodily injury and property damage with limits of not less than US \$1 million combined single limits per occurrence;
- 14.3 Automobile Liability Insurance covering all owned, non-owned and hired with limits of not less than US \$1 million per combined single limit per occurrence.

Each insurance policy listed above will name Client as an additional insured under the policy, expressly or by way of a blanket endorsement. Service Provider shall furnish Client with a certificate of insurance evidencing the required insurance coverage's required herein.

15. <u>LAWS AND ORDINANCES; INDEMNIFICATION</u>:

Service Provider shall comply with all laws, ordinances, and regulations pertaining to the Work and shall defend, protect, indemnify, and hold harmless Client and its employees, officials, representatives, and agents from and against any and all claims, loss, damage, injury, expenses, judgments, costs, or attorneys' fees arising or resulting from the sole negligent performance by Service Provider, Service Provider's agents, representatives, subcontractors, employees, and assignees of this Agreement.

16. <u>CONFIDENTIAL INFORMATION:</u>

Confidential Information language is subject to the Georgia Opens Records Act and upon submission of an affidavit as required by this act.

16.1 Confidential Information

"Confidential Information" means information disclosed by one party to the other party which is either (1) designated by this Agreement to be Confidential Information or (2) disclosed orally as

Confidential Information or known by the receiving party to be proprietary or otherwise not publicly available. "Confidential Information" shall not include:

- 16.1.1 Information in the possession of the receiving party prior to disclosure by the other party;
- 16.1.2 Information acquired by the receiving party from a third party without restriction of confidentiality and without a direct or indirect breach of an obligation of confidentiality;
- 16.1.3 Information which is or becomes publicly available through no fault of the receiving party; or
- 16.1.4 Information in the public domain at the time of the disclosure or which becomes part of the public domain through no fault of the receiving party.
- 16.1.5 Information deemed to be "public record" pursuant to the laws of the State of Georgia; not otherwise exempted.
- 16.2 Each party receiving Confidential Information of the other party under this Agreement shall maintain such Confidential Information in confidence and shall not use or disclose and shall not permit others to use or disclose such Confidential Information except as expressly permitted by this Agreement. In addition, a party receiving Confidential Information shall protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. A party receiving Confidential Information shall not permit access to such Confidential Information by any person (a) unless such person needs to have access to such Confidential Information for purposes of performance of this Agreement and (b) unless such person previously agrees to be bound by the confidentiality terms of this Agreement.
- 16.3 The receiving party shall not copy Confidential Information, in whole or in part, without the discloser's prior written consent.
- 16.4 Except for deliverable items under this Agreement all Confidential Information, and any copy thereof or any document or media containing any part or all of any Confidential Information, shall be returned to the discloser or destroyed upon (a) completion of the Work or (b) request by the discloser. Notwithstanding the above, either party may retain copies of Confidential Information required for compliance with its quality assurance requirements or for proof of performance or as required by its document retention policies, subject to the disclosure restrictions herein.
- 16.5 In the event that a receiving party is required by subpoena or other administrative or judicial process to produce Confidential Information of the other party, the receiving party shall provide prompt notice to the disclosing party to enable the disclosing party to make an objection to the subpoena or process. Thereafter, the receiving party shall be entitled to comply with the subpoena or other process to the extent required by law.

16.6 Obligations in this Section shall, with respect to each disclosure of Confidential Information hereunder, continue for three (3) years from the date of each disclosure. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

17. **AUDIT CLAUSE**:

Whenever Client enters into any type of contractual arrangement, including but not limited to lump sum contracts (e.g., fixed price or stipulated sum contracts, unit price, cost plus or time and material contracts) with or without a guaranteed maximum or not-to-exceed amounts, Service Provider's, subcontractors' and sub-subcontractors' "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours on reasonable advance notice. Such audits may be performed by Client Representative or an outside representative engaged by Client. Client or Client's designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. Client representatives may (without limitation) conduct verification such as counting employees at the work site, verifying time charged and amounts paid through interviews and written confirmations with UMS's employees, field and agency labor, subcontractors, and vendors.

Service Provider's "records" as referred to in this Agreement shall include any and all information that relates to time spent or services performed for which Client receives an invoice pursuant to this Agreement. Such records shall include hard copy (as well as computer readable data if it can be made available); written policies and procedures, records of expenses incurred which are charged to Client, job logs and time sheets.

18. LABOR:

Service Provider will furnish the necessary personnel that shall be required to complete the Work in a timely manner and within the Agreement amount. Service Provider at Service Provider's sole cost and expense will be responsible for the training of employees prior to start of Work.

Service Provider shall, under the United States Immigration Reform and Control Act of 1986 ("IRCA"), as amended, and together with all applicable regulations, verify the identity and employment eligibility of all persons hired for work under this Agreement, which includes completing and retaining the Employment Eligibility Verification Form ("I-9"). Client at Client's discretion may review such forms as provided for in the Audit Clause of this Agreement.

19. <u>EQUAL OPPORTUNITY CLAUSE</u>:

During the performance of this Agreement, Service Provider agrees as follows:

19.1 Service Provider shall not discriminate against any employee because of sex, race, creed, religion, color, national origin, age, or disability. Service Provider will take affirmative action to ensure that Service Provider's employees are treated during performance of this Agreement

without regard to their sex, race, creed, religion, color, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrade, demotion, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 19.2 Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- 19.3 Service Provider agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Service Provider on the grounds of disability, sex, race, creed, religion, color, national origin, age, disability, or any other classification protected by federal or state constitutional or statutory law. Such laws shall include, but not be limited to: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the American with Disabilities Act of 1990. Service Provider shall upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 19.4 Service Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Service Provider, state that Service Provider is an equal opportunity employer.
- 19.5 Service Provider shall provide Client on reasonable request such date and reports as it is legally required to maintain regarding its EEOC obligations under the law and this Article.

20. NOTICES:

All notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, returned receipt requested, to the following address:

Utility Metering Solutions (UMS) Client: City of Cartersville 7200 Falls of Neuse P.O. Box 1390 Cartersville, GA 30120

21. <u>CONFLICT IN TERMS</u>:

In the event of a conflict between the terms and conditions of this Agreement and of any particular Task Order, the terms and conditions of the particular Task Order shall take precedence.

22. REIMBURSABLE EXPENSE GUIDELINES

Reimbursement for air travel is limited to the lowest appropriate airfare (normally coach).

When a personal automobile is used, the individual will be reimbursed at the current IRS rate per mile.

It shall be permissible to rent a car for the purpose of cost savings. Receipts must be presented for reimbursement

Reimbursement shall be limited to a reasonable single-room rate for business class hotels for the lodging of each Service Provider employee. Lodging expenses will include the elements set forth in Attachment B. Receipts must be presented for reimbursement.

The claim for reimbursement meals must represent actual, reasonable and necessary expenses for meals for actual days worked.

23. GENERAL REQUIREMENTS

- 23.1 <u>Assignment.</u> Client shall not assign its rights or delegate its obligations under this Agreement without Service Provider's prior written consent, which shall not be unreasonably withheld and, absent such consent. Service Provider shall have the right to freely assign this Agreement, in whole or in part, to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of Service Provider and Client and their successors and permitted assigns.
- 23.2 <u>Entire Agreement.</u> This Agreement includes the attached exhibits, which are hereby incorporated by reference. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all proposals, negotiations, conversations, discussions, letters of intent, memoranda of understanding, term sheets, whether written or oral, between Parties relating to the subject matter of this Agreement and all past dealing or industry custom.
- 23.3 <u>Severability.</u> If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect in any jurisdiction, then such invalidity, illegality or unenforceability will affect only such provision in such jurisdiction, and will not in any manner affect the provision in any other jurisdiction, or any other provision of this Agreement in any other jurisdiction. The Parties hereby authorize a court or arbitrator to substitute such invalid, illegal or unenforceable provision with a valid provision that reflect the original intent of the Parties as nearly as possible.

24. AMENDMENTS AND TASK ORDERS

Amendments to this agreement in the form of Task Orders will be executed from time to time by both Parties.

24.1 <u>Task Orders.</u> Each Task Order shall be consecutively numbered. Services shall be provided in accordance with the provisions of this Agreement and the applicable Task Order. Certain Task Orders may contain supplemental terms and conditions, in addition to those set forth in this Agreement. In the event of a conflict between the terms and conditions of this

Agreement and of any particular Task Order, the terms and conditions of the particular Task Order shall take precedence. Further, by mutual written consent of the Parties, any Task Order may be changed, amended or modified, without in any way impacting the validity of the Task Order.

- 24.2 <u>Scope of Work.</u> Each Task Order shall contain a description of the work to be accomplished by Service Provider or its subcontractor(s), a project schedule with milestones, a list of resources that are anticipated will be used to perform or manage the work, a list of deliverables and documentation, if any, to be provided to Client by the conclusion of the Task Order, a detailed cost proposal, and a schedule of values (rates and prices) for payment.
- 24.3 <u>Task Order Approval</u>. All Task Orders will require Client approval according to the following procedure:
 - 24.3.1 Service Provider will submit a Task Order using the format established in the first Task Order.
 - 24.3.2 The Client shall review the Task Order request. Following the review, the Client may approve, reject, or request modifications to the request.
 - When the Parties agree on the Task Order, they will sign it and Client will send Service Provider written notice to proceed. Thereupon, the Task Order shall be deemed a legally binding Task Order and a part of this Agreement.
 - As a reporting function, Service Provider will provide monthly status reports of each approved task order with information regarding the status of performance and payment requests.

Service Provider understands that the Client's board or council may need to approve Task Order prior to the execution of any work.

25. Immigration Reform Compliance Requirement.

During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

<Signature Page to Follow>

IN WITNESS WHEREOF, Client and Service Provider have caused this Agreement to be executed under authority duly granted as of the date and year first above written.

Utility Metering Solutions, LLC	
By:	
Title:	
City of Cartersville	
By:	
Title: Mayor	
Attest: By:	
Title: City Clerk	

TASK ORDER ONE (1): SCOPE OF SERVICES AND PRICING

AMI SOLUTION DESIGN AND METER SURVEY

Task Number	Project	Proposed Start Date
1.1	Current Business Process and Technology Assessment	April 8, 2019
Task Order Cost	Contingency Allowance	Target Completion Date:
\$134,435.00	\$17,535.00	September 2019
Package Includes:		
UMS Services CLIENT Require	ments Service Fee Applied]
Software / Material Purchase Su	b-Consultant Services Special C	Conditions
Resources Assigned:	Interdependencies:	
BM – Barry Melvin	Before: N/A	After: N/A
JB – Joe Badera	IV/A	IV/A
TB – Todd Barlow		
JM – Joey Mitchell		
DS – Danicia Shaffer		
DN – David Napier		
SH – Sue Harriger		
AV - Amulya Vegesna		
Task Scope Summary:		
See Attached		
UMS Project Manager:		
Todd Barlow		
CLIENT Project Manager:		
Dan Porta		
UMS Signature		Date:
CLIENT Signature		Date:

Overview:

UMS will conduct an initial evaluation of the objectives and requirements of the Client, its infrastructure, and its current business processes. The assessment will include facilitated discussions, workshops, technology overview and budget development based on the Clients initial requirements. An AMI program will be developed identifying initial program options, estimated costs, budget phasing and program timelines.

UMS will perform an initial evaluation of the utility billing system and key billing processes; gather information on the Client's current meter reading hardware, software, and processes; and obtain and analyze a current set of utility billing data. Findings covering high-level meter-to-cash business processes, data gap analysis, and utility billing system integration options will be provided.

Service Offering	Objectives	Deliverables
PROGRAM DESIGN	 Work with client to determine program goals and objectives 	 Facilitated discussion / workshop Desired technology outcome
	Gather and analyze 24 months billing data	s O Advanced metering program
	Identify data gaps and anomalies	Proposed program budgetProgram modeling
	 Assess AMI operation and maintenance, right sizing opportunities 	Potential procurement and funding options
	 Assess high-level business process impacts 	 Program Benefits
	 Identify meter specifications for procurement phase 	 Business process impacts Integration prerequisites and budget
	Build AMI solution design	 Implementation phasing opti
	 Quantified multiple program options/models Technology Options Program Cost Models Procurement Strategy 	ons
BUSINESS	Gather client CIS/utility billing system and	Business process assessment summary
PROCESS ASSESSMENT	business process information through a variety of methods which may include	Application landscape diagram
	departmental interviews, workshops, and questionnaires	System integration prerequisites
INDUSTRIAL METER SURVEY	 Obtain CIS meter and account data for meters to be surveyed. Estimated quantities; electric 141, gas 147 and water 195. Survey 1-3% of residential service connections. Collaborate with Client on survey logistics Perform the survey and gather electronic data Meter condition 	 Field condition assessment report Detailed report of field survey findings, including Conditions Serial numbers Field images Actual meter size

- Meter size
 Meter serial number
 Transmitter number
 Lay length
- Obtain meter images including boxes, lids, surrounding area

ASSUMPTIONS

- Client to provide 24 months CIS/utility billing consumption and billing data, electronically (csv format preferred), for all active and inactive meters
- Client to provide key personnel to support technology and program strategy discussions/workshops
- Client to provide current operation and maintenance costs, if known
- Client to provide staff resource subject matter experts to share current utility billing system and business processes
- Client to provide staff resource subject matter experts to share current IT infrastructure, application usage, and key integrations
- Client to provide a key person to support UMS meter survey efforts
- Client to provide support for accessing meters to be surveyed and locating meters as requested
- Assumes four (4) onsite visits by solution design and business process personnel.
- Assumes up to two-weeks onsite for meter site condition and survey personnel.

TASK ORDER 1.1 AMI SOLUTION DESIGN AND METER SURVEY PRICING

PRICING ASSUMPTIONS

- 1. UMS assumes that water, electric and gas meter exchanges are like for like, same lay and length, and no major plumbing, modifications or excessive excavation is required
- 2. UMS assumes that all installation material, including meters, registers, endpoints, wire, and wire connections (if required) will be provided to UMS by Client and will be present at the time of need
- 3. UMS assumes no work stoppages once meter testing starts. Any work stoppages beyond UMS's control will be subject to the hourly rate of \$96 for each UMS field employee.
- 4. Net 30-day payment terms. UMS reserves the right to impose a 1.5% late payment fee if payments are not received on-time.

STANDARD RATES

Standard Personnel Rates	Qty.	Unit Price	Li	ne Total
Senior Principle	0	295.00	\$	-
Engineer	0	260.00	\$	-
Consultant	0	275.00	\$	-
Business Analyst	0	205.00	\$	-
Information Technology Technician	0	180.00	\$	-
Field Technician	0	119.00	\$	-
Survey Crew Member	0	96.00	\$	-
		Total	\$	-

Travel and Lodging Rates	Qty.	Unit Price	Lin	e Total
Airline	0	400.00	\$	-
Hotel Daily Rate	0	175.00	\$	-
Food Daily Rate	0	35.00	\$	-
		Total	\$	-

STANDARD RATE ASSUMPTIONS

- 1. Rates are for calendar year 2019. Subsequent years will be adjusted at 3% with the adjustment occurring on January 1st.
- 2. Direct UMS expenses are billed at cost; outside services or material will be billed at cost plus 15%.
- 3. Rates provided are used to provide future cost estimates or to address changes in scope



City Council Meeting 2/21/2019 7:00:00 PM December 2018 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached are the December 2018 Financial Reports.
City Manager's Remarks:	Tom R. will present this information on Thursday evening.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY As of December 31, 2018

_	DV 2017 10	100 0000 VCI	DV 2007 10	61-810c AH	100 000%
m # 18	40 HINOW tel 18	MONTH OF	Year to Date	Year to Date	OF BUDGET
	December-17	December-18	December-17	December-18	(Year to Date)
GENERAL FUND excluding SPLOST, DDA &	Sch	C1 020 /14	910 424 (50	£12 70% 28%	スト フフo/
KEVENCE	61 (99)66	\$1.355.057	£12 202 100	\$11 706 100	48 110%
EXPENDITORE	\$1,000,200	@1,000,00	91-5-7-5177	93 000 004	
Gen. Fund Net Profit (Loss)	\$394,292	\$476,657	\$142,460	\$2,000,284	
WATER & SEWER					
REVENUE	\$1,439,442	\$1,673,716	\$9,662,153	\$11,373,623	28.35%
EXPENDITURE	\$1,500,076	\$1,016,723	\$7,595,911	\$8,682,738	21.65%
Wtr. & Swr. Fund Net Profit (Loss)	(\$60,634)	\$656,993	\$2,066,242	\$2,690,885	
GAS					
REVENUE	\$2,097,779	\$2,938,891	\$9,551,141	\$11,268,180	31.33%
EXPENDITURES	\$2,289,903	\$5,/02,141	\$10,825,913	\$15,008,075	41./3%0
Gas Fund Net Profit (Loss)	(\$192,124)	(\$763,250)	(\$1,274,772)	(\$3,739,895)	
ELECTRIC					
REVENUE	\$3,534,110	\$3,671,338	\$24,422,016	\$25,581,383	52.07%
EXPENDITURES	\$3,607,427	\$3,666,187	\$23,134,767	\$23,425,236	47.68%
Electric Fund Net Profit (Loss)	(\$73,317)	\$5,151	\$1,287,249	\$2,156,147	
STORMWATER					
REVENUE	\$123,436	\$124,031	\$752,625	\$750,317	46.98%
EXPENDITURE	\$83,078	\$83,917	\$648,153	\$964,881	60.42%
Stormwater Fund Net Profit (Loss)	\$40,358	\$40,114	\$104,472	(\$214,564)	
SOLID WASTE					
REVENUE	\$201,454	\$204,998	\$1,206,655	\$1,234,271	46.58%
EXPENDITURE	\$387,904	\$174,635	\$1,552,773	\$1,387,268	52.36%
Solid Waste Fund Net Profit (Loss)	(\$186,450)	\$30,363	(\$346,118)	(\$152,997)	
FIBER OPTICS				2	
REVENUE	\$169,507	\$181,713	\$1,085,882	\$1,105,916	52.16%
EXPENDITURE	\$215,497	\$183,124	\$1,062,570	\$1,173,291	55.34%
Fiber Fund Net Profit (Loss)	(\$45,990)	(\$1,411)	\$23,312	(\$67,375)	

				% of Monthly Totals to	
	Description	12/31/2018	EV 2040 Budget	-	
General Fund	Description		FY 2019 Budget	Budget	
General Fund	Total Revenues GO Bond Proceeds from School	\$13,796,385	\$24,516,865	56.27%	
		\$0	\$0 \$2,600,010	#DIV/0!	
	Property Taxes-City Portion Only	\$2,320,310	\$2,600,910	89.21%	
	Local Option Sales Tax (LOST) Other Taxes	\$2,161,995	\$3,860,000	56.01%	
		\$4,742,702	\$8,463,870	56.03%	
	Building Permit & Inspection Fees	\$216,185	\$390,000	55.43%	
	Fines and Forfeitures	\$203,573	\$560,000	36.35%	
	Operating Transfers In-City Utilities	\$1,529,412	\$3,322,395	46.03%	
	Other Revenues	\$2,622,208	\$5,319,690	49.29%	
	Total Expenditures	\$11,796,101	\$24,516,865	48.11%	
	Personnel Expenses	\$8,220,829	\$17,103,135	48.07%	
	Operating Expenses	\$3,243,792	\$6,561,830	49.43%	
	Capital Expenses	\$103,630	\$396,200	26.16%	
×	GO Bond Proceeds from School		\$0	#DIV/0!	:
	Debt Pymt - JDA/CBA		\$0	#DIV/0!	
	Library Appropriations	\$227,850	\$455,700	50.00%	
Water & Sewer Fund	Total Revenues	\$11,373,623	\$40,113,000	28.35%	
	Water Sales	\$7,000,776	\$11,535,000	60.69%	
	Sewer Sales	\$3,649,236	\$6,365,000	57.33%	
	Bond Proceeds		\$20,675,000	0.00%	
	Use of Reserves		\$0	#DIV/0!	
	Prior Year Capacity Fees		\$810,000	0.00%	
	Other Revenues	\$723,611	\$728,000	99.40%	
	Total Expenditures	\$8,682,738	\$40,113,000	21.65%	
	Personnel Expenses	\$1,728,284	\$3,752,260	46.06%	
	Operating Expenses	\$1,752,727	\$7,821,745	22.41%	
	Capital Expenses	\$2,392,578	\$23,030,000	10.39%	
	Transfer To General Fund	\$1,038,911	\$2,077,820	50.00%	
	Debt Payments	\$1,770,238	\$3,431,175	51.59%	
Gas Fund	Total Revenues	\$11,268,180	\$35,962,150	31.33%	
	Gas Sales	\$9,756,279	\$20,512,960	47.56%	
	Gas Commodity Charge	\$755,202	\$1,300,000	58.09%	
	Bond Proceeds	\$0	\$0	#DIV/0!	
	Proceeds from Capital Leases	\$104,389	\$132,500	78.78%	
	Other Revenues	\$652,310	\$2,325,000	28.06%	
	Use of Reserves	\$0	\$1,840,375	0.00%	
	Use of Borrowed Funds	\$0	\$9,851,315	0.00%	
	Total Expenses	\$15,008,076	\$35,962,150	41.73%	
	Personnel Expenses	\$1,004,069	\$2,182,270	46.01%	
	Operating Expenses	\$1,009,988	\$2,340,740	43.15%	
	Purchase of Natural Gas	\$8,583,889	\$16,757,775	51.22%	
	Transfer to General Fund	\$1,535,412	\$3,070,825	50.00%	
	Capital Expenses	\$2,874,718	\$11,610,540	24.76%	

				% of Monthly Totals to
	Description	12/31/2018	FY 2019 Budget	Budget
Electric Fund	Total Revenues	\$25,581,383	\$49,126,240	52.07%
	Electric Sales	\$24,774,344	\$47,679,830	51.96%
	Other Revenues	\$807,039	\$1,446,410	55.80%
		4001,000	4.1	00.0070
	Total Expenses	\$23,425,236	\$49,126,240	47.68%
	Personnel Expenses	\$1,191,675	\$2,504,675	47.58%
	Operating Expenses	\$718,510	\$1,602,575	44.83%
	Purchase of Electrcity	\$19,645,774	\$40,911,645	48.02%
	Capital Expenses	\$528,956	\$1,426,705	37.08%
	Transfer to General Fund	\$1,340,321	\$2,680,640	50.00%
Stormwater Fund	Total Revenues	\$750,317	\$1,597,000	46.98%
Otominator i and	Stormwater Revenues	\$739,285	\$1,466,000	50.43%
	Mitigation Grant Revenue	\$0	\$1,400,000	#DIV/0!
34	Other Revenues	\$11,032	\$11,000	100.29%
	Proceeds from Capital Leases	\$11,032	\$120,000	
	Use of Reserves	\$0 \$0		0.00% #DIV/0!
	Stormwater Improvement Funds	\$0 \$0	\$0 \$0	
	Stormwater improvement Funds	ΦΟ	ΦΟ	#DIV/0!
	Total Expenses	\$964,881	\$1,597,000	60.42%
	Personnel Expenses	\$348,353	\$757,185	46.01%
	Operating Expenses	\$314,055	\$605,860	51.84%
	Capital Expenses	\$302,473	\$233,955	129.29%
Solid Waste Fund	Total Revenues	\$1,234,271	\$2,649,715	46.58%
	Refuse Collections Revenues	\$1,205,015	\$2,405,515	50.09%
	Other Revenues	\$29,256	\$52,200	56.05%
	Proceeds From Capital Leases	\$0	\$192,000	0.00%
		**	4.0-1000	3.3373
	Total Expenses	\$1,387,268	\$2,649,715	52.36%
	Personnel Expenses	\$561,498	\$1,149,185	48.86%
	Operating Expenses	\$749,195	\$1,308,530	57.25%
	Capital Expenses	\$76,575	\$192,000	39.88%
Fiber Optics Fund	Total Revenues	\$1,105,916	\$2,120,110	52.16%
·	Fiber Optics Revenues	\$1,001,044	\$1,871,000	53.50%
	GIS Revenues	\$57,300	\$113,200	50.62%
	Proceeds from Capital Leases	\$0	\$35,000	0.00%
	Other Revenues	\$47,572	\$100,910	47.14%
	Total Evnance	64 472 004	60 400 440	EE 240/
	Total Expenses	\$1,173,291	\$2,120,110	55.34%
	Personnel Expenses	\$375,385	\$729,540	51.46%
	Operating Expenses	\$423,447	\$859,080	49.29%
	MEAG Telecom Statewide Pymt	\$0 \$4.306	\$0 \$0.650	0.00%
	Debt Payment Capital Expenses	\$4,296	\$9,650 \$534.840	0.00%
	Capital Expenses	\$370,163	\$521,840	70.93%

= =	C	O
Total Unrestricted Cash Balance Total Restricted Cash Balance	Cash Position	Cash Position Total Unrestricted Cash Balance Total Restricted Cash Balance
		6/30/18 7/31/18 8/31/18 9/30/18 \$27,699,226.98 \$26,571,134.06 \$26,389,847.12 \$27,032,966.13 \$186,916,760.41 \$189,267,372.63 \$190,918,292.57 \$191,346,607.97
	1/31/19	7/31/18 \$26,571,134.06 \$189,267,372.63
	2/28/19	8/31/18 \$26,389,847.12 \$190,918,292.57
	3/31/19	9/30/18 \$27,032,966.13 \$191,346,607.97
*	4/30/19	10/31/18 \$27,406,222.25 \$189,023,321.82
	5/31/19	11/30/18 \$26,970,196.33 \$190,679,741.56
	6/30/19	12/31/18 \$32,144,544.25 \$184,798,614.78

Highlights for the Month of December 2018:

Unrestricted cash increased due to increases in the general, water, electric funds, gas, stormwater, and fiber. The following funds cash decreased: solid waste and garage funds.

Resticted cash decreased due to decreases in cash in the following funds: Hotel Motel Tax, GO Parks & Rec Bond Proceed Fund, Gas Bond Proceed Account, and Pension Funds.