



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 5/2/2013
Work Session – 6:00 P.M.

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda**A. Council Meeting Minutes**

1. April 18, 2013 (Pages 3-11)

[Attachments](#)

B. Commendation/Recognition

1. Teachers of the Year (Pages 12-16)

[Attachments](#)

C. Proclamations

1. National Historic Preservation Month Pages 17-18)

[Attachments](#)

D. Presentations

1. Historic Preservation Commission Awards (Pages 19-27)

[Attachments](#)

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

1. File SU13-01: Special use application by Aisha Alston for property located at 178 S. Morningside Drive (approximately 0.7 acres) to operate a Personal Care Home on property zoned G-C (General Commercial.) (Pages 28-43)

[Attachments](#)

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2. File Z13-01: Rezoning application by John Waters for property located at 6 Porter Street (approximately 2.7 acres) from L-I (Light Industrial) and R-15 (Residential) to L-I (Light Industrial) (Pages 44-54)

[Attachments](#)

F. Contracts/Agreements

1. Eddie Lee Wilkins Youth Association (Pages 55-62)

[Attachments](#)

2. Arista Information Systems (Pages 63-79)

[Attachments](#)

3. FacilityDude Utility Tracking Software (Pages 80-94)

[Attachments](#)

G. Bid Award/Purchases

1. Asphalt Roller (Pages 95-97)

[Attachments](#)

2. Municipal Court Renovations (Pages 98-102)

[Attachments](#)

3. Vehicle Purchases (Pages 103-140)

[Attachments](#)

H. Surplus Equipment

1. Surplus Equipment (Pages 141-142)

[Attachments](#)



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
April 18, 2013

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes have been developed and reviewed by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 April 18, 2013
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Mayor Santini

Pledge of Allegiance led by Council Member Pruitt

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

II. Regular Agenda

A. Council Meeting Minutes

1. April 4, 2013

A motion to approve the April 4, 2013 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

B. Appointments

1. Swearing in of Assistant Municipal Court Judge Jay Choate

Mayor Santini stated that this is the annual reappointment of the Assistant Municipal Court Judge Jay Choate as required according to the statute. Connie Keeling, City Clerk administered the Oath of Office to Assistant Judge Choate.

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

1. File SU13-01: Special use application by Aisha Alston for property located at 178 S. Morningside Drive (approximately 0.7 acres) to operate a Personal Care Home on property zoned G-C (General Commercial).

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the

adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 178 S. Morningside Drive. This property includes an auto repair shop and a single-family residence that dates from approximately 1940 that was used as a Personal Care Home from 1990 – 2000. Mr. Mannino stated that the applicant would like to use this as a Personal Care Home and a Special Use is required in the G-C Zoning District. The applicant has stated that all required codes will be met and the Planning Commission recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. SU 13-01

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 John Veltre. Property is located 178 South Morningside Drive. Said property contains 0.68 acres located in the 4th District, 3rd Section, Land Lot(s) 480 as shown on the attached plat Exhibit “A”. Property is currently rezoned from G-C (General Commercial) to G-C (General Commercial) with a special use to operate a Personal Care Home. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of April 2013.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. File Z13-01: Rezoning application by John Waters for property located at 6 Porter Street (approximately 2.7 acres) from L-I (Light Industrial) and R-15 (Residential)

to L-I (Light Industrial).

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 6 Porter Street and presently contains a prefabricated metal industrial building approximately 3,000 square feet in size, located near the road. Most of the 2.7 acres has been cleared or has few trees and Georgia Power transmission lines run along the rear of the property. Mr. Mannino stated that while there are no plans to redevelop this property the applicant seeks to rezone this property so that the entire tract is zoned L-I (Light Industrial) and the Planning Commission has recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. Z13-01

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 John and Carolyn Waters Trust. Property is located 6 Porter Street. Said property contains 2.7 acres located in the 4th District, 3rd Section, Land Lot(s) 310 and 339 as shown on the attached plat Exhibit "A". Property is hereby rezoned from L-I (Light Industrial) and R-15 (Single-family Residential) to L-I (Light Industrial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of April.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Resolutions

1. Downtown Development Authority Designation of “First Friday” Events

Tara Currier, Downtown Development Director stated that the DDA Board and Staff request the approval of a resolution allowing “First Friday” events in the Downtown Business District. These events would allow merchants to conduct sidewalk sales and outside vendors, musicians and/or demonstrators the opportunity to set up on the sidewalks throughout the downtown district. Ms. Currier recommended approval.

A motion to approve Resolution No. 09-13 was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

Resolution No. 09-13

**RESOLUTION AUTHORIZING SIDEWALK SALES IN DOWNTOWN
 CARTERSVILLE**

WHEREAS, the merchants of the historic downtown district believe that monthly “First Friday” events s would increase their business and make them more marketable; and

WHEREAS, the number of retail and specialty shops in the downtown district has increased and the merchants feel that a monthly event including sidewalk sales provide a special venue to show their products; and

WHEREAS, the merchants and Downtown Development Authority board and staff believe that allowing demonstrators, musicians and vendors, which do not conflict with any business within the downtown district, would create a fun, festive atmosphere drawing more people downtown; and

WHEREAS, the CITY OF CARTERSVILLE believes this is another great opportunity to show that the city fathers support support small business and our local merchants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CARTERSVILLE THAT:

- 1. The merchants located in the downtown business district will be allowed to have sidewalk sales, and vendors, musicians and/or demonstrators approved by the merchants may set up outside a business. There will be a maximum of 12 First Fridays per year, and would include sidewalk sales, and**

vendor/musician/demonstrator setup. These events may be held on the first Friday of the month.

2. The Mayor and the City Council believe in the direction that the downtown is moving in and want to support the merchants and property owners in their efforts to enhance their business and the downtown community.

3. Prior to the commencement of a First Friday event, the Downtown Development Authority Director must contact the City of Cartersville Police, Fire, and Public Works Department to insure that the event does not interfere with the public health, safety, and general welfare. If the sales layout and/or vendor/musician/demonstrator setup on the sidewalk is dangerous to the public, the merchant must modify the layout as directed by the City of Cartersville.

ADOPTED this the 18th day of April 2013.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor
ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

E. Certification

1. Good Neighbor Homeless Shelter Grant Application

Sam Grove, City Manager stated that this is the annual approval/certification request for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs. Mr. Grove stated that by approving council is stating that based on a review of the application and/or supporting documents that the

- a. Good Neighbor Homeless Shelter is within the jurisdiction of this local government.
- b. They are approved for funding by DCA.

A motion to approve the Good Neighbor Homeless Shelter Grant Application was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

F. Bid Award/Purchases

1. Network Support Software

Dan Porta, Assistant City Manager stated that the Fiber Department budgets annually for network support software that allows IT Staff to be notified immediately if there is any network server or system outage. The cost for this software is \$5,495.00 and Mr. Porta recommended approval.

A motion to approve the Network Support Software was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. Emergency Replacement of Air Conditioning Unit at WPCP Lab

Ed Mullinax, Assistant Water Superintendent stated that the air conditioning unit for the Water Pollution Control Lab has stopped functioning and cannot be repaired. Mr. Mullinax recommended approval of the low bid from Preferred Heating and Air Conditioning of Cartersville in the amount of \$6,100.00.

A motion to approve the emergency replacement of the Air Conditioning Unit at WPCP Lab was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

3. Sewer Manhole Rehabilitation Project

Ed Mullinax, Assistant Water Superintendent stated that the Water Department has an ongoing program for assessing and maintaining the sewer collection system to reduce inflow and infiltration as required by the Georgia EPD and the Metropolitan North Georgia Water Planning. Mr. Mullinax stated that he had received a price from Concrete Conservation, Inc for the application of SpectraShield lining system at a price of \$175 per vertical foot of lining and recommended approval for a total budgeted cost, not to exceed \$60,000.

A motion to approve the low bid from Concrete Conservation, Inc. was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

4. Valve Actuator Equipment for the Water Pollution Control Plant

Ed Mullinax, Assistant Water Superintendent stated that staff had received quotes for the purchase of valve actuators for the Water Pollution Control Plant. The equipment is for a retrofit to allow for automated control of valves used in the treatment process. Mr. Mullinax recommend approval of the low bid from Charles Finch Valve Company in the amount of \$31,854.00.

A motion to approve the purchase from Charles Finch Valve Company was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

G. Contracts/Agreements

1. Valve Actuator Installation and Electrical Connection for the Water Pollution Control Plant

Ed Mullinax, Assistant Water Superintendent stated that staff had received quotes for the installation of valve actuators and associated electrical wiring. This retrofit allows for automated control of valves used in the treatment process. Mr. Mullinax recommended approval of the low bid from Southeastern Industrial Contracting Co. in the amount of \$5,992.23.

A motion to approve the low bid from Southeastern Industrial Contracting Co. was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. Amendment to Main Street Gateway Project

Tommy Sanders, Public Works Director stated that GDOT has requested this no cost contract amendment for the Main Street Gateway project which corrects an error in the asphalt specifications that were referenced in the original Contract. The off system asphalt specifications are to be deleted from the contract and the on system asphalt specifications are to be added to the contract. Mr. Sanders recommended approval.

A motion to approve the amendment to the Main Street Gateway Project was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

3. Main Street Gateway Project Supplemental Agreements

Tommy Sanders, Public Works Director stated that the following Supplemental Agreements are necessary to complete the construction of the Main Street Gateway Project. Mr. Sanders stated that these items were not included in the original contract between the City and C.W. Matthews and he recommended approval.

- a. Supplemental Agreement #2 - No cost agreement to substitute Concrete Barrier Wall pay item for Traffic Shift including signing and striping.
- b. Supplemental Agreement #3 - \$24,408.00 for guardrail post installation by hand digging to protect underground utilities from damage in very tightly spaced shoulder area.
- c. Supplemental Agreement #4 -\$3,312.00 for adjusting four (4) sanitary sewer manholes for our Water Department.
- d. Supplemental Agreement #5 - \$79,390.20 for the addition of two pay items that were not included in original contract, \$24,722.70 for 7166 SY of milling and \$54,667.50 for the installation of bermuda sod.

A motion to approve the supplemental Agreements for the Main Street Gateway Project

was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

H. Monthly Financial Statement

1. February 2013

Mr. Tom Rhinehart, Finance Director, presented the February 2013 monthly financial statement with comparisons from the previous year of February 2012 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through February 2013.

I. Discussion

Mayor Santini stated that he would like to address some concerns about the Main Street Gateway Project that had been brought to his attention. Mayor Santini stated that although most of the comments had been positive there have been some questions as to why there are no traffic signals at key intersections. Tommy Sanders, Public Works Director came forward and stated that Main Street is actually State Route 113 and is under the authority of the Georgia Department of Transportation. Before a traffic signal can be placed on a State Route a traffic study must be done and presently the volume on Main Street at any given intersection is not enough to warrant a signal. Mr. Sanders stated that the DOT does not fund traffic signals and the cost for an intersection is approximately \$150,000 to \$200,000

Herb Cox came before council to express concerns about his utility bill. Both Tommy Sanders and Tom Rhinehart came forward and assured Mr. Cox that they would look into the situation.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Teachers of the Year

SubCategory:	Commendation/Recognition
Department Name:	Administration
Department Summary Recommendation:	The teachers that are scheduled to be recognized through Resolutions as the 2014 Teachers of the Year are: • Paige Robbins -- Cartersville Primary • Rachel Phillips -- Cartersville Elementary • Debbie Justus -- Cartersville Middle School • Michelle Stone -- Cartersville High School
City Manager's Remarks:	It has become tradition for Council to honor our teachers of the year.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Resolution

CARTERSVILLE PRIMARY SCHOOL

TEACHER OF THE YEAR 2014

WHEREAS, Paige Robbins has been named Teacher of the Year at Cartersville Primary School for 2014; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2014 for Cartersville Primary School.

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

Mayor

Attest: _____ City Clerk
May 2, 2013



CITY of CARTERSVILLE

Resolution

CARTERSVILLE ELEMENTARY SCHOOL

TEACHER OF THE YEAR 2014

WHEREAS, Rachel Phillips has been named Teacher of the Year at Cartersville Elementary School for 2014; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2014 for Cartersville Elementary School.

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

Mayor

Attest: _____ City Clerk
May 2, 2013



CITY of CARTERSVILLE
Resolution

CARTERSVILLE MIDDLE SCHOOL

TEACHER OF THE YEAR 2014

WHEREAS, Debbie Justus has been named Teacher of the Year at Cartersville Middle School for 2014; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2014 for Cartersville Middle School.

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

Mayor

Attest: _____ City Clerk

May 2, 2013



CITY of CARTERSVILLE

Resolution

CARTERSVILLE HIGH SCHOOL

TEACHER OF THE YEAR 2014

WHEREAS, Michelle Stone has been named Teacher of the Year at Cartersville High School for 2014; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2014 for Cartersville High School.

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

Mayor

Attest: _____ City Clerk

May 2, 2013



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
National Historic Preservation Month

SubCategory:	Proclamations
Department Name:	Planning and Development
Department Summary Recommendation:	Since the National Trust for Historic Preservation created Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities with events ranging from architectural and historic tours and award ceremonies to educational programs and heritage travel opportunities. Due to its popularity, in 2005 the National Trust for Historic Preservation extended the celebration to include the entire month of May and declared it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states, and enable more Americans to become involved in the growing preservation movement. By declaring National Preservation Month's 2013 theme as "See it, Save it, Celebrate it," communities from coast to coast like Cartersville, which are filled with historic treasures, will be celebrating. The National Trust for Historic Preservation has encouraged communities to reach out to our growing audience of neighbors, tourists, and preservationists by promoting historic places in our community, and encourage newcomers to learn more about Cartersville's local preservation efforts. This proclamation is part of local activities here in Cartersville during May, including HPC awards; Bartow History Museum lectures; and articles in The Daily Tribune News.
City Manager's Remarks:	No formal action is required by Council on this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, historic preservation is an effective tool for encouraging community reinvestment, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, "See! Save! Celebrate!" is the theme for National Historic Preservation Month 2013, cosponsored by the Cartersville Historic Preservation Commission and the National Trust for Historic Preservation; and

WHEREAS, the City of Cartersville is a treasure-trove of historic resources, including properties in the Downtown Business District; Cherokee-Cassville Historic District; Granger Hill Historic District; Olde Town Historic District; and West End Historic District; and

WHEREAS, historic preservation is economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped the City of Cartersville and us as a people;

NOW, THEREFORE, I, Matthew J. Santini, Mayor of Cartersville, Georgia, do proclaim May 2013 as National Historic Preservation Month, and call upon the people of Cartersville to join their fellow citizens across the United States in recognizing and participating in this observance.

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

Mayor

Attest: _____ City Clerk

May 2, 2013



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Historic Preservation Commission Awards

SubCategory:	Presentations
Department Name:	Planning and Development
Department Summary Recommendation:	The Cartersville Historic Preservation Commission is excited to award the owners of two residential properties and one commercial property for their excellent renovation projects. The commercial property is 39 S. Public Square, and Andy Bowen will be accepting on behalf of Cohutta Fishing Company. The first residential property is 108 Lee Street, and Harry & Vandi White will be accepting the award. The other residential property is 501 West Avenue, and Mike & Heather Ellington will be accepting the award. These awards are given out at this time as part of the recognition of May as National Preservation Month. Communities from coast to coast like Cartersville, which are filled with historic treasures, are celebrating. The National Trust for Historic Preservation has encouraged Cartersville leaders to reach out to our growing audience of neighbors, tourists, and preservationists by promoting historic places in our community, and encourage newcomers to learn more about Cartersville's local preservation efforts.
City Manager's Remarks:	No formal action is required on the part of City Council on this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	



Historic Preservation Commission

Preservation Awards May 2, 2013

39 S. Public Square – Cohutta Fishing Co.

108 Lee Street – Harry & Vandi White

501 West Avenue – Mike & Heather Ellington



39 S. Public Square before and after



Item # 4





108 Lee Street before and after





108 Lee Street before and after





108 Lee Street before and after





501 West Avenue before and after





501 West Avenue Back Porch - before and after



Item # 4



501 West Avenue

Back of house - before and after





City of Cartersville

City Council Meeting

5/2/2013 7:00:00 PM

File SU13-01: Special use application by Aisha Alston for property located at 178 S. Morningside Drive (approximately 0.7 acres) to operate a Personal Care Home on property zoned G-C (General Commercial.)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located at 178 S. Morningside Drive, located just south of the Comcast office. The property includes an auto repair shop and a single-family residence that dates from approximately 1940, based on Bartow County tax records. The property owner has stated in discussions and in a letter to the City (included in packet) that she operated a Personal Care Home in this residence from 1990 to 2000. At this time, the applicant would like to use this former residence as a Personal Care Home, and Special Use approval is required in the G-C zoning district. The applicant has stated that all required codes will be met. Planning Commission recommended approval.
City Manager's Remarks:	Your approval of this rezoning is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU13-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Aisha Alston

Representative: None

Property Owner: John Veltre (deceased – wife is responsible)

Property Location: 178 S. Morningside Drive

Access to the Property: Morningside Drive

Site Characteristics:

Tract Size: Acres: 0.68 acres District: 4th Section: 3rd LL(S): 480

Ward: 1 Council Member: Kari Hodge

LAND USE INFORMATION

Current Zoning: G-C (General Commercial)

Proposed Special Use: Operate a Personal Care Home.

Current Zoning of Adjacent Property:

North: G-C

South: G-C

East: G-C

West: G-C

The Future Development Plan designates the subject property as:

Regional Activity Center, with recommended zoning districts O-C, G-C, P-D, RA-12, and MF-14.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No comments.

Public Works:

No comments.

Gas:

No comments.

Electric:

No comments.

Fire:

A State Fire Marshall's office inspector and I [CFD Fire Marshall Mark Hathaway] met with someone at this location a couple of years or so ago about this property. The number of proposed residents will be a driving factor for the extent of the work necessary to occupy again as a personal care home. All life safety fire code items would need to be satisfied (the extent is based on # of residents) as well as meeting the 2010 Federal ADA requirements.

Police:

No comments.

The subject tract is located at 178 S. Morningside Drive, located just south of the Comcast office. The property includes an auto repair shop and a single-family residence that dates from approximately 1940, based on Bartow County tax records.

The property owner has stated in discussions and in a letter to the City (included in packet) that she operated a Personal Care Home in this residence from 1990 to 2000. At this time, the applicant would like to use this former residence as a Personal Care Home, and Special Use approval is required in the G-C zoning district. The applicant has stated that all required codes will be met. Planning Commission recommended approval.

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

ARTICLE XVI. SPECIAL USES

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

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

Sec.16.4. Minimum Special use standards.

16.4.10. *Personal care home.*

A. *Allowable districts:* R-20, R-15, R-10, R-10A, R-7, R-D, MF-14, P-S, M-U, N-C, O-C, and G-C.

B. *Standards:*

1. In a single-family dwelling district, a minimum site area of one (1) acre shall be provided.
2. If located in or adjacent to a single-family dwelling district, in addition to required setbacks, a minimum fifteen (15) foot wide buffer shall be required along all property lines to provide a visual screen in accordance with section 4.17 of this chapter.
3. If located in a single-family dwelling district, the design and maintenance of the structure used for the personal care home must be residential in appearance and in keeping with neighboring homes.
4. Such use shall comply with all applicable City building, housing, and fire codes, and shall fully comply with O.C.G.A., § 30-3-1, et seq, before a certificate of occupancy can be issued.
5. The operator of the personal care home shall be licensed by the State of Georgia Department of Human Resources.
6. Evidence shall be made available to the City annually that the personal care home maintains and is in compliance with state licensing requirements.

----- HOW GENERAL AND SPECIFIC STANDARDS ARE MET

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

How Standard #1 has / will be met: Traffic will be minimal – at most, during peak business hours.

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

How Standard #2 has / will be met: Six (6) paved parking spots adjacent to former residence.

General Standard #3: Protective screening.

How Standard #3 has / will be met: G-C zoning adjacent to G-C zoning entirely, with all but one side adjacent to commercial, may be relevant. Adjacent to residence at 180 S. Morningside Dr (owned by same property owner as subject tract), there is chain link fencing, trees, and shrubbery.

General Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: 24-hour care; however, visitors, nurses, and doctors will normally be at the center between 9:00 AM and 5:00 PM.

General Standard #5: Outdoor lighting

How Standard #5 has / will be met: Front and back porch lights. Floodlight on back of house.

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

How Standard #6 has / will be met: Driveway is paved and allows for two-way traffic.

General Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: Existing auto body shop on property; nearby self-storage; nearby cable office may be similar to office & service use.

Specific Standards:

1. In a single-family dwelling district, a minimum site area of one (1) acre shall be provided.
 - Not applicable
2. If located in or adjacent to a single-family dwelling district, in addition to required setbacks, a minimum fifteen (15) foot wide buffer shall be required along all property lines to provide a visual screen in accordance with section 4.17 of this chapter.
 - Not applicable
3. If located in a single-family dwelling district, the design and maintenance of the structure used for the personal care home must be residential in appearance and in keeping with neighboring homes.
 - Not applicable
4. Such use shall comply with all applicable City building, housing, and fire codes, and shall fully comply with O.C.G.A., § 30-3-1, et seq, before a certificate of occupancy can be issued.
 - Applicant understands that all codes must be met prior to issuance of C.O.

5. The operator of the personal care home shall be licensed by the State of Georgia Department of Human Resources.
 - Applicant applied for her State license in February 2013 (applicant stated that she needed a physical location before applying).
6. Evidence shall be made available to the City annually that the personal care home maintains and is in compliance with state licensing requirements.
 - Applicant understands and agrees to compliance standard.

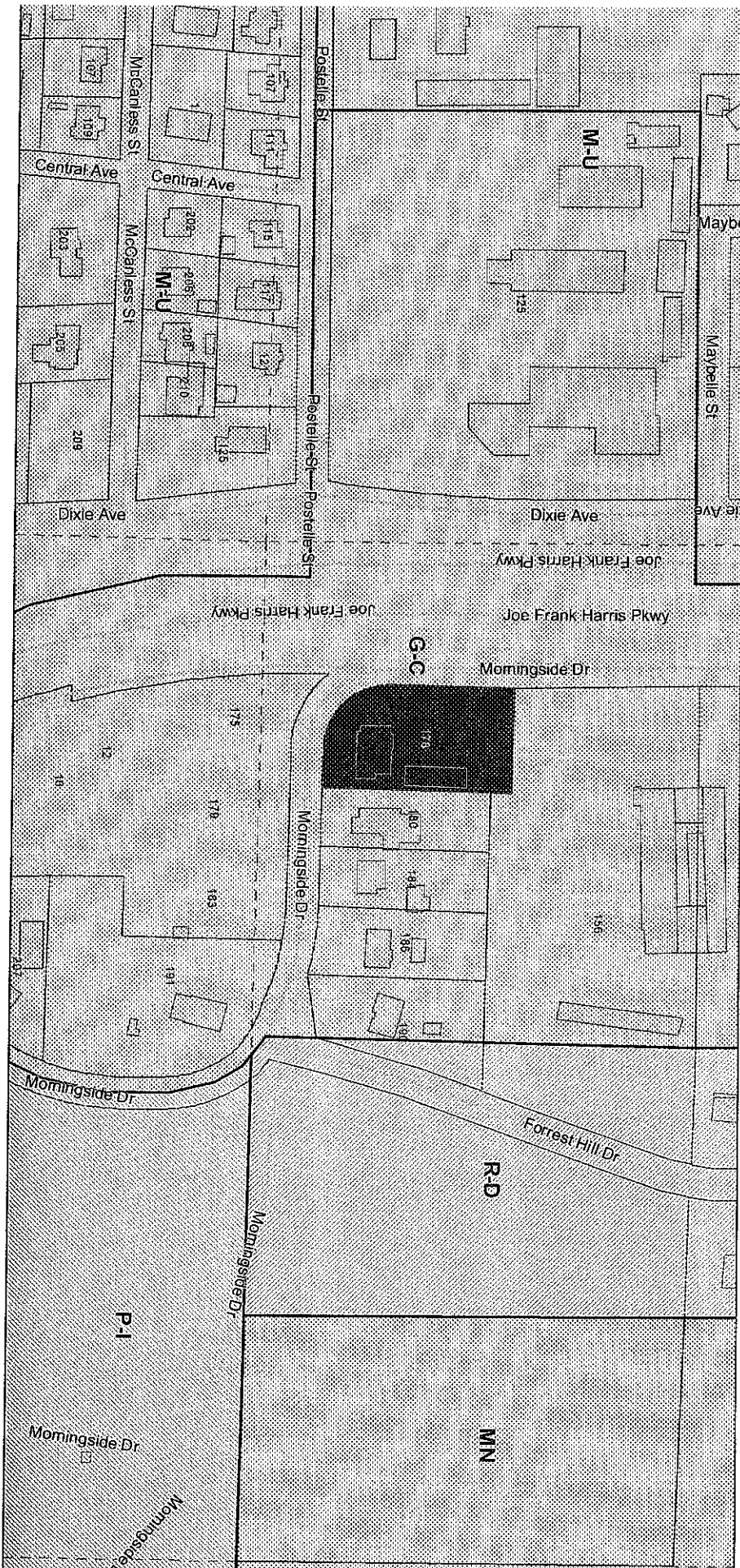
Staff Recommendation:

No objections if the applicant meets code compliance per CFD.

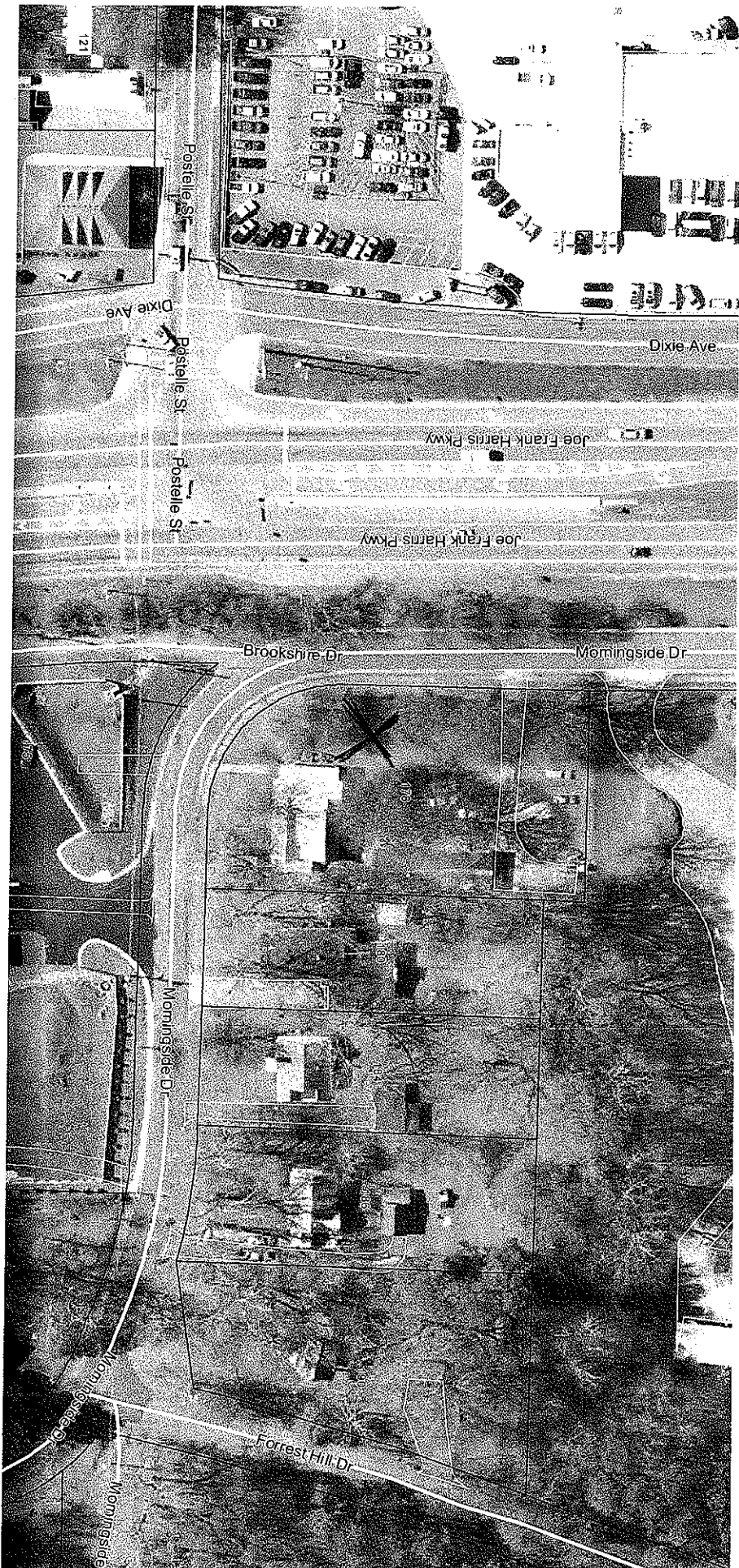
PLANNING COMMISSION recommendation:

APPROVE

178 S. Morningside Dr Special Use case SU13-01

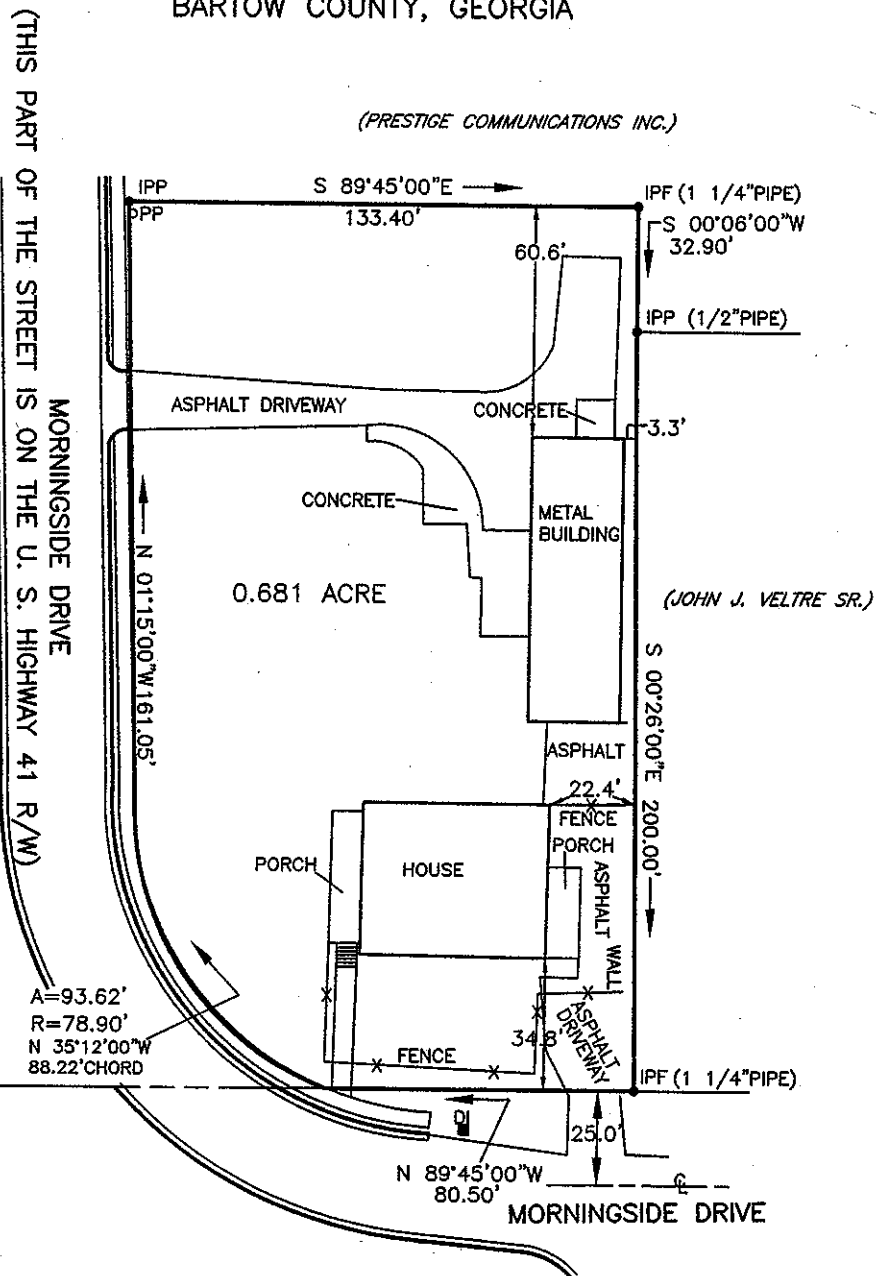


178 S. Morningside Dr Special Use case SU13-01



SURVEY FOR
JOHN J. VELTRE SR.
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 480
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

(PRESTIGE COMMUNICATIONS INC.)



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

SMITH & SMITH LAND SURVEYORS, P.C.
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457

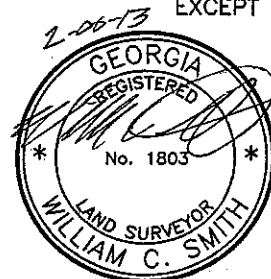
REGISTERED LAND SURVEYOR No. 1803

3185.CRD 3185.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28,2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

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

PLAT CLOSURE;
 ONE FOOT IN
 25,000 FEET.

FEBRUARY 6, 2013



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

0 8 40 60
 4 20
 SCALE 1"=40'

FILE 3185

Item # 5

03/20/2013



08/20/2013

Application for Special Use

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

All meetings in Council chambers 3rd Floor

Application Number

SU13-01

Hearing Dates

4-9-13 @ 5:30 PM
4-18-13 @ 7:00 PM
5-2-13 @ 7:00 PM

Paid Fee plus legal
2-19-13

Applicant Aisha Alston
(applicant's printed name)
Address 1704 Cumberland Valley Dr.
City Smyrna State GA Zip 30080
Business Phone —
Home Phone 404-707-4286
Phone — Fax # —
(Representative's printed name (if other than applicant))
Representative's signature —
Applicant's signature Aisha L. Alston

Signed, sealed and delivered in presence of:

Cathryn Hemblue
Notary Public

aishaalston17@yahoo.com
My commission expires:

6-20-14

Titleholder John Veltre (deceased)
(titleholder's printed name)
Business — Home —
*attach additional notarized signatures as needed on separate application page
Address —
Signature Lanelle Veltre signed on separate
Signed, sealed, delivered in presence of: notarized letter
Cathryn Hemblue
Notary Public
My commission expires:
6-20-14

Present Zoning District(s) G-C Requested Special Use Personal care home
Acreage 0.681 ac Land Lot(s) 480 District(s) 4 Section(s) 3
Location of Property 178 S. Morningside Dr.
(street address, nearest intersections, etc)
Reason for requested Special Use: Operate business providing service to people
(attach additional statement as necessary)
in need of special care

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

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for: Personal care home

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

How Standard #1 has / will be met:

Traffic will be minimal. At most, it would be during business hours for peak amount

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

How Standard #2 has / will be met:

Six ~~at seven~~ paved parking spots on lot.

Standard #3: Protective screening.

How Standard #3 has / will be met:

G-C zoning adjacent to G-C zoning may be a factor. Chain-link fencing 3 to 4 ft tall

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

How Standard #4 has / will be met:

24-hour care but visitation and doctors,
nurses normally 9:00 AM to 5:00 PM.

Standard #5: Outdoor lighting.**How Standard #5 has / will be met:**

Front and back porch lights. Floodlight
on back of house.

Standard #6: Ingress and egress to the property.**How Standard #6 has / will be met:**

Driveway is paved and allows for two-way
traffic.

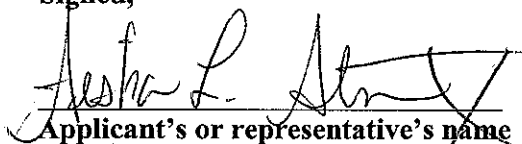
Standard #7: Compatibility with surrounding land use.**How Standard #7 has / will be met:**

Existing auto body shop on property; nearby self-storage;
nearby cable office; nearby houses

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

- Specific standards 1, 2, and 3 do not apply (G-C zoning).
- Item 4 applicant understands all codes shall be met.
- Item 5 applicant stated state licence applied for in early February.
- Item 6 applicant understands and agrees to annually comply.

Signed,


Applicant's or representative's name

2-19-13
Date

February 14, 2013

To the City of Cartersville Zoning

My Name is Lanelle Veltre, and I am giving Alisa Alston permission to have the zoning changed at 178 South Morningside Drive , in Cartersville, Ga. It is now zone general commercial and will need to be changed for a Personal Care Home and that is for a Special Purpose for that alone. *Back in March of 1990 to 2000 I had and run a Personal Care Home there for 10 years. That way you know it has been one before. I really need to rent my property each month to made it each month. I get Social Security and rent from one other property that is next door to the property. Aisha Alston wanted to rent for a Personal Care Home.*

Sincerely and Thanks, Lanelle Veltre

Lanelle Veltre

Cathryn Hembree

Notary Public, Barrow County, Georgia
My Commis: 16-20-14



City of Cartersville

City Council Meeting

5/2/2013 7:00:00 PM

File Z13-01: Rezoning application by John Waters for property located at 6 Porter Street (approximately 2.7 acres) from L-I (Light Industrial) and R-15 (Residential) to L-I (Light Industrial)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is 6 Porter Street, located just east of the CSX rail line. A prefabricated metal industrial building, approximately 3,000 square feet in size, is located near the road. Most of the 2.7 acres has been cleared or has few trees. Georgia Power transmission lines run along the rear (north) of this property. The applicant seeks to rezone this property so that the entirety of the tract is L-I for consistency. The applicant has stated that he has no immediate plans for redevelopment of the property. Planning Commission recommended approval.
City Manager's Remarks:	Your approval of this rezoning is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z13-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **John Waters**

Representative: _____

Property Owner: **John & Carolyn Waters Trust**

Property Location: **6 Porter Street**

Access to the Property: **Porter Street**

Site Characteristics:

Tract Size: Acres: **2.7 acres** District: **4th** Section: **3rd** LL(S): **310,339**

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

LAND USE INFORMATION

Current Zoning: **L-I (Light Industrial) and R-15 (Single-family residential)**

Proposed Zoning: **L-I**

Proposed Use: **Eliminate current split zoning of property for consistency.**

Current Zoning of Adjacent Property:

North: **R-15**

South: **L-I**

East: **L-I**

West: **L-I**

The Future Development Plan designates the subject property as:
Workplace Center with recommended zoning districts L-I and H-I.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

In reference to the rezoning application for property located at 6 Porter Street (approximately 2.7 acres) from L-I and R-15 to L-I; the Cartersville Fire Department is concerned with the lack of adequate water sources (fire hydrants) in the area of the rezoning. There are two fire hydrants in the area, one is on Porter St. and it is around 991 ft. to the furthest corner of the property (per GIS). The other is on North Ave. and it is around 880 ft. to the furthest corner of the property (per GIS). If the applicant wants to further develop the parcel, additional water sources would be necessary to provide adequate fire protection.

Police:

No comments.

The subject tract is 6 Porter Street, located just east of the CSX rail line. A prefabricated metal industrial building, approximately 3,000 square feet in size, is located near the road. Most of the 2.7 acres has been cleared or has few trees. Georgia Power transmission lines run along the rear (north) of this property.

The applicant seeks to rezone this property so that the entirety of the tract is L-I for consistency. The applicant has stated that he has no immediate plans for redevelopment of the property. Planning Commission recommended approval.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposal may permit a use that is suitable in view of the adjacent properties that are being used for industrial purposes.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposal would not create an isolated zoning district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for L-I and R-15, the split zoning of a property for industrial and residential could have a negative economic impact on any future redevelopment of the property.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The zoning proposal is in conformity with the Future Development Map of the comprehensive plan.

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

The proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development/redevelopment.

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

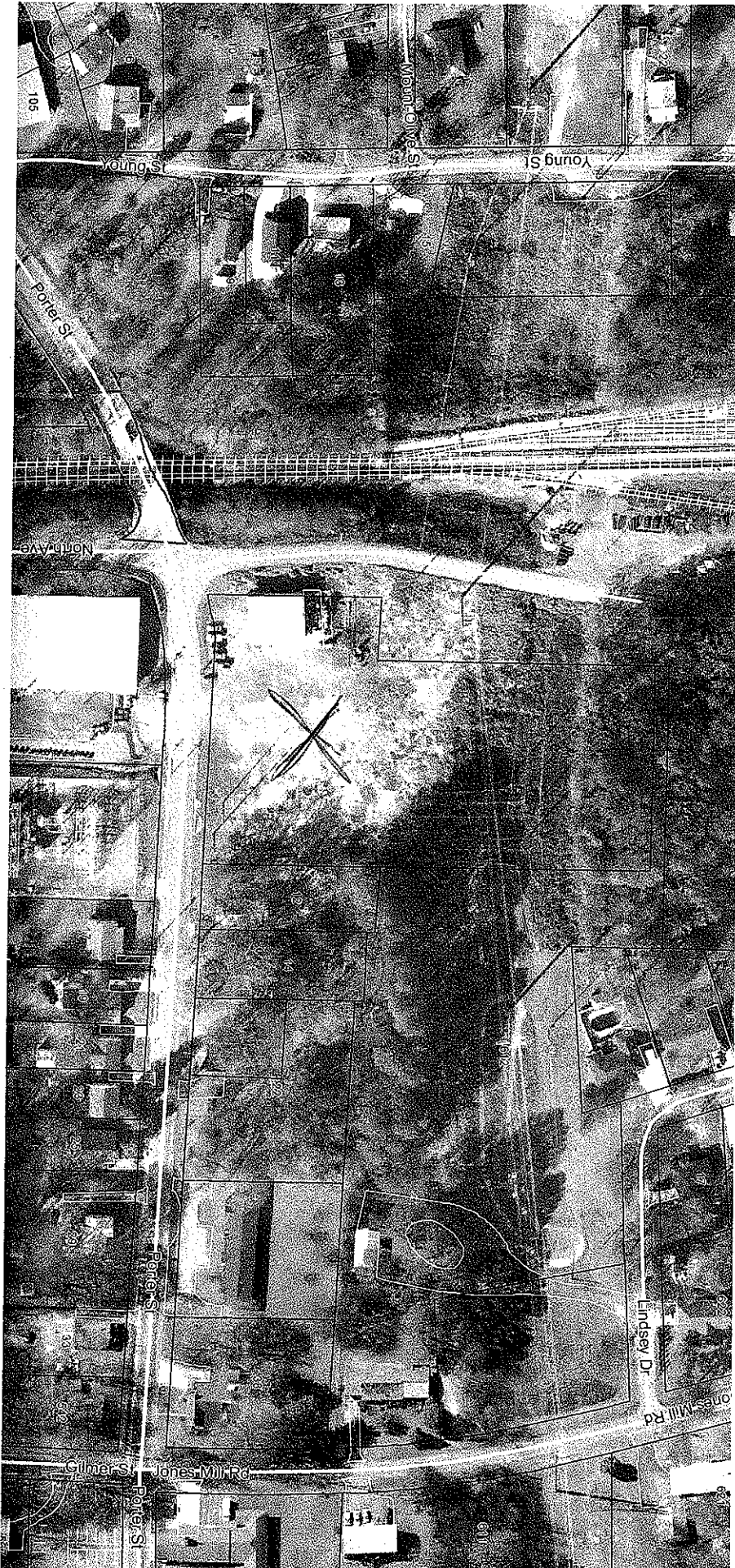
Consistency in zoning for a tract of land may be beneficial for both the local government and the property owner, since there may be a better understanding of development and use potential for a lot that has one zoning district rather than multiple districts.

STAFF RECOMMENDATION

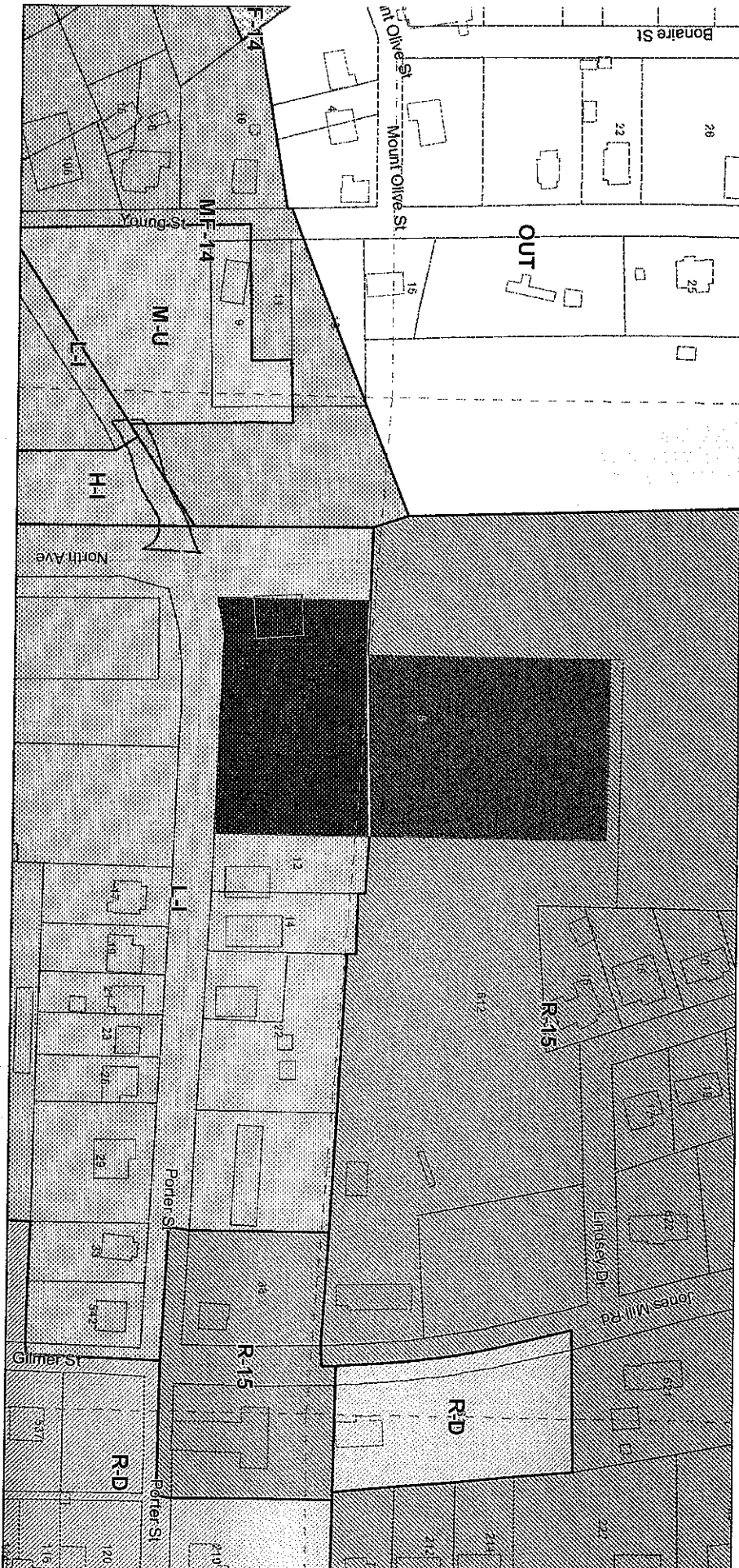
Staff has no objections.

PLANNING COMMISSION recommendation: APPROVE

6 Porter St Rezoning case Z13-01

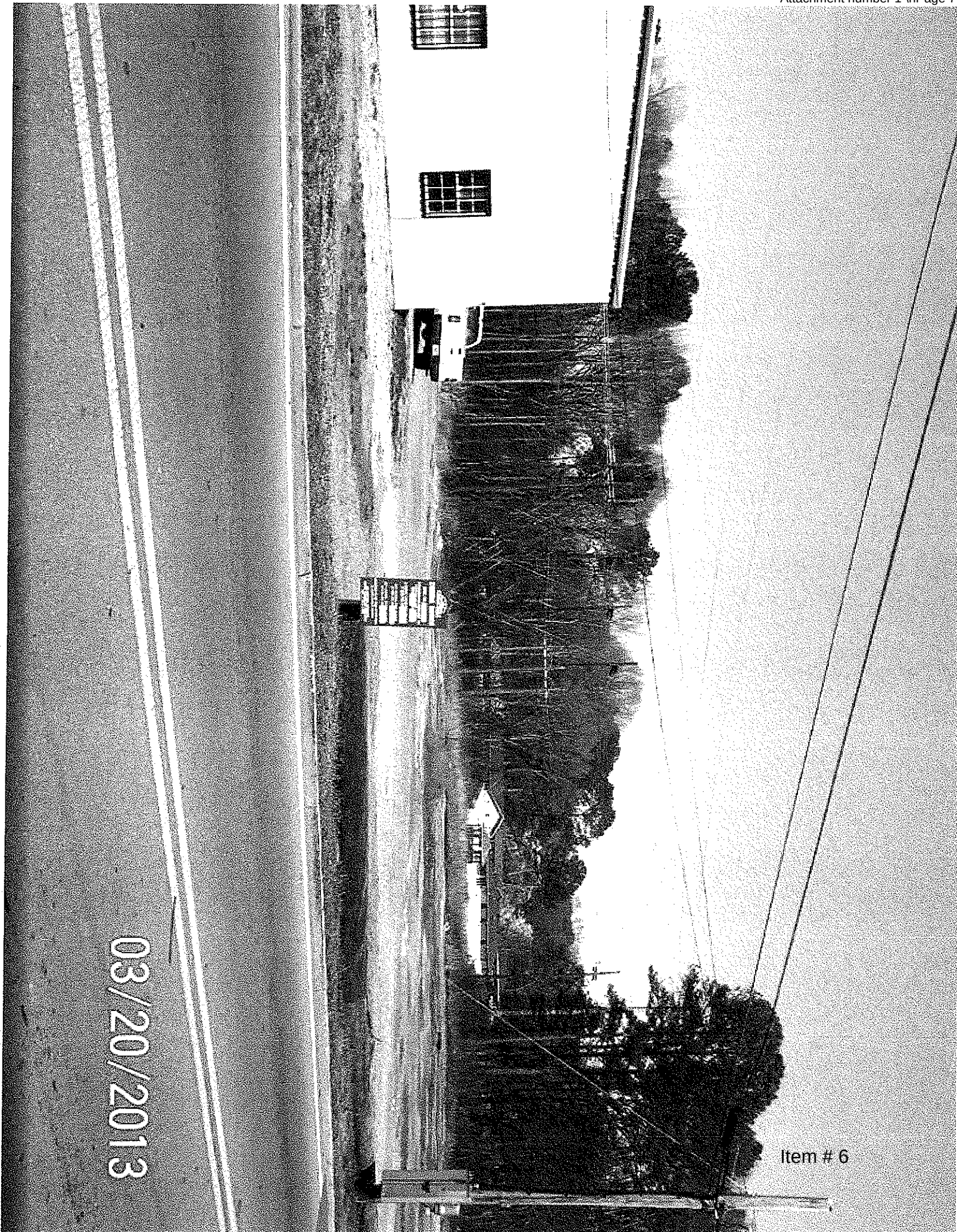


6 Porter St Rezoning case Z13-01



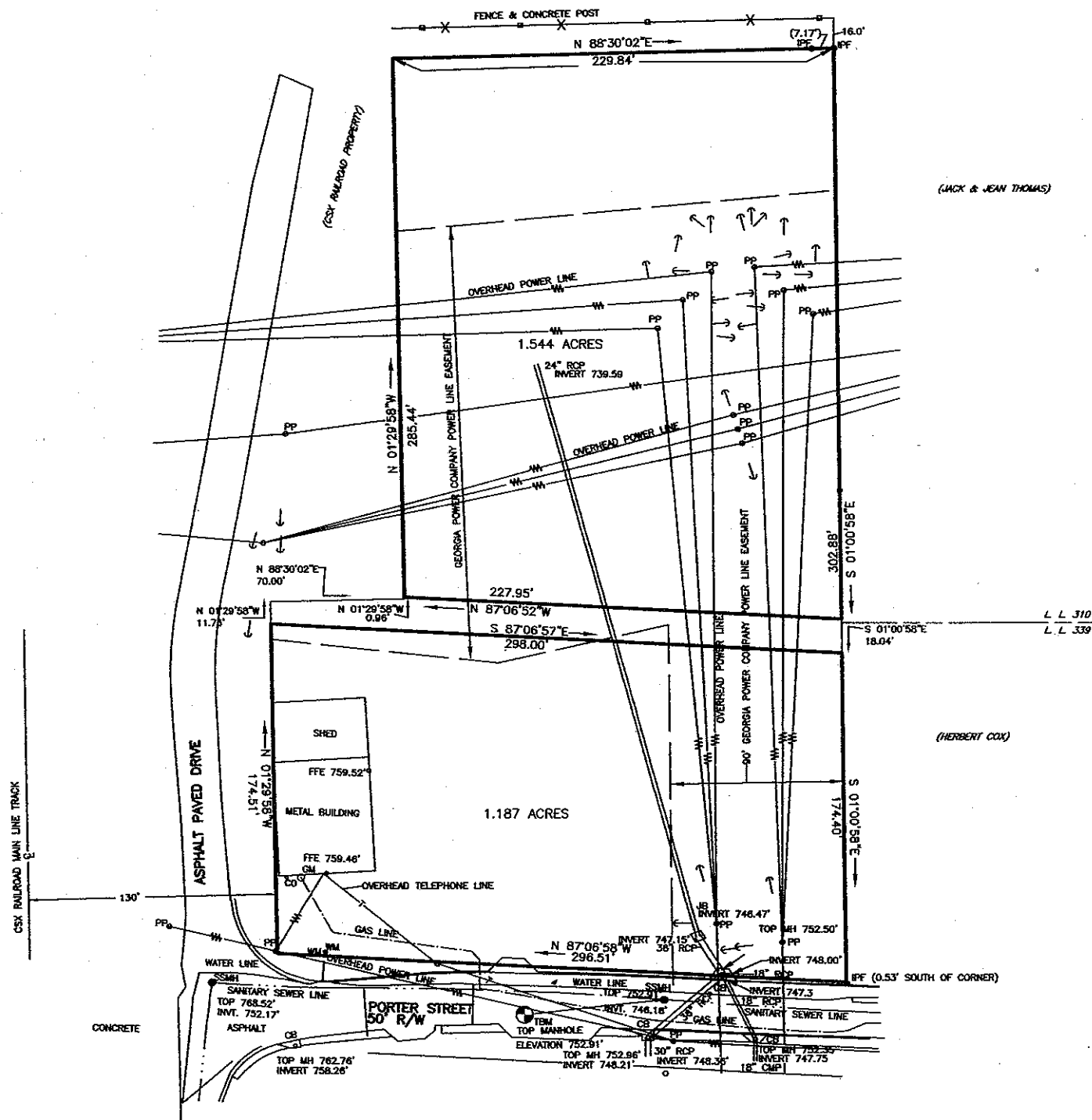
03/20/2013

Item # 6



TOPOGRAPHIC SURVEY FOR
JOHN C. WATERS
 (OWNER)
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOTS 310 & 339
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

(CSX RAILROAD PROPERTY)



(JACK & JEAN THOMAS)

L. L. 310
L. L. 339

(HERBERT COX)

FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 8,000 FEET
 USING A 100' STEEL TAPE
 ANGULAR ERROR; 0°00'04\"/>

SMITH & SMITH LAND SURVEYORS, P.C.
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

R/W	RIGHT OF WAY	R	RADIUS UP-- LIGHT POLE
IP	IRON PIN PLACED	-X-X-	FENCE
IPF	IRON PIN FOUND	---	LAND LOT LINE
CM	CONCRETE MARKER	---	CENTER LINE
CL	CHORD	---	POWER LINE

Total 2.7 ac

1021-1.CRD 1021-2.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28,2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2\"/>

PLAT CLOSURE;
 ONE FOOT IN
 65,000 FEET.

OCTOBER 15, 1980
 REVISED 11-22-2010



SCALE 1\"/>

GEORGIA ZONE WEST
 GRID NORTH

Application for Rezoning

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

Application Number

Z13-01

Hearing Dates

4-9 @ 5:30 PM
4-18 @ 7:00 PM
5-2 @ 7:00 PM

Applicant

John Waters
(applicant's printed name)

Business/Cell Phone

678-988-4545

Address

80 Glen Cove Dr

Home Phone

City

CartersvilleState GAZip 30120

Email

none

(Representative's printed name (if other than applicant))

Phone

Fax #

Representative's signature

Applicant's signature

Signed, sealed and delivered in presence of:

Notary Public

My commission expires:

6-20-14

Titleholder

John & Carolyn Waters Trust
(titleholder's printed name)

Business

Home

678-988-4545

*attach additional notarized signatures as needed on separate application page

Address

80 Glen Cove Dr

Signature

Cartersville, GA 30120

Signed, sealed, delivered in presence of:

Notary Public

My commission expires:

6-20-14

Present Zoning District(s)

L-I and R-15

Requested Zoning

L-I

Acreage

2.7 ac

Land Lot(s)

310, 339

District(s)

4

Section(s)

3

Location of Property

6 Porter St

(street address, nearest intersections, etc)

Reason for requested Rezoning:

Desire for all of property to be in one

(attach additional statement as necessary)

consistent zoning district

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

APPLICANT FOR REZONING ACTION CAMPAIGN DISCLOSURE REPORT

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

Date of Application: 2-26-13

Date Two Years Prior to Application: 2-26-11

Date Five Years Prior to Application: 2-26-08

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	_____	_____
Kari Hodge	_____	_____
Lindsey McDaniel, Jr.	_____	_____
Lori Pruitt	_____	_____
Jayce Stepp	_____	_____
Dianne Tate	_____	_____
Louis Tonsmeire, Sr.	_____	_____
Planning Commission	_____	_____
Sandra Cline	_____	_____
Harrison Dean	_____	_____
Ralph Miller, Jr.	_____	_____
Lamar Pendley	_____	_____
Lamar Pinson	_____	_____
Travis Popham	_____	_____
Steven Smith	_____	_____

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


2-26-13
 Signature Date
John C. Waters
 Print Name



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Eddie Lee Wilkins Youth Association

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This contract is for the Eddie Lee Wilkins Youth Summer Program for 2013. You will recall that one half of the \$18,000 funding for their program this summer was included in the 2012-2013 budget. The other half of the funding is included in the FY 2013-14 budget.
City Manager's Remarks:	Your approval of the Wilkins contract is recommended.
Financial/Budget Certification:	Budgeted item
Legal:	Reviewed by City attorney.
Associated Information:	Everify documents attached.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the Summer Program in 2013 in two (2) installments of \$9,000.00 per month. Prior to the following payments being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the first payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The first installment will be paid on or about June 7, 2013 and the second installment on or about July 12, 2013.

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2013 – June 30, 2014

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Roberta Green
31 Point North
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

Eddie Lee Wilkins (ELW) Youth Association, Inc. Requested Summer Program Budget 2013- 2014

Projected Contributions - \$20,000.00

Publix.....	750.00
Walmart.....	750.00
Shaw Industries.....	500.00
City of Cartersville.....	1 8,000.00

Projected Budget	\$20,000.00
Projected Contributions	<u>-20,000.00</u>
	0

Projected Budget- \$20,000.00

Dawn Wilkins (Program Director).....	7,500.00
Gym Supervisor.....	600.00
Transportation (youth to program).....	1,500.00
Basketball Camp.....	1,100.00
2-week camp (*largest camp)	
Track Camp.....	600.00
Dance Camp.....	350.00
Reading Program.....	400.00
Camp Equipment.....	350.00
Referees.....	3,000.00
Based on 75 games – 2 @ \$20	
Score & Clock Keeper.....	1,200.00
75 games – 2 @ \$16	
Advertising.....	450.00
Camp T-shirts & League Jerseys.....	2,820.00
Camp- 200 @ \$9.00 = \$1,800.00	
Jerseys 120 @ \$8.50 = \$1,020.00	
Phone.....	130.00

Total\$20,000.00

- All camps included Lead & Jr. Camp instructors
- Reading Camp - Certified Reading teacher
- Referee association increased per game rate to \$20.00. For over 10 years it was \$17.00.
- Score & Clock keeper increased due to minimum wage.



April 10, 2013

To Whom It May Concern:

The \$18,000.00 requested from the City of Cartersville to the Eddie Lee Wilkins (ELW) Youth Association, Inc. for the Summer Program 2013 is 90% of the ELW Youth Association's projected income of \$20,000 for 2013.

Sincerely,

Dawn M. Wilkins
Program Director

Dawn M. Wilkins

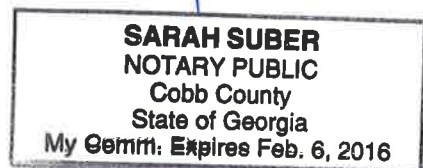
4/12/13
Date

Notary

4/12/13
Date

State: Georgia
County: Cobb

Signed before me this April 12, 2013 by Dawn M. Wilkins, who produced ID.



115 W. Cherokee Ave. / P. O. Box 722/ Cartersville, GA. 30120 / (770) 899-4821

www.elwyouth.org / e-mail: info@elwyouth.org

Item # 7

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

DAWN M. Wilkins

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

Eddie Lee Wilkins (ELW) youth Association, Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

[Signature]
Signature of Applicant:

4/1/13
Date

DAWN M Wilkins
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

1st DAY OF April, 2013

*

Alien Registration number for non-citizens

[Signature]

Notary Public

My Commission Expires:

ANDRE E MARTIN

NOTARY PUBLIC

Douglas County

State of Georgia

My Comm. Expires Feb. 6, 2016

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth Assn, Inc.
BY: Authorized Officer or Agent
(Contractor Name)

4/1/13
Date

ELW Youth Assn, Inc. Dawn Wilkins - Vice Pres
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 722/115 W. Cherokee Ave Cartersville, GA
Contractor Address

Dawn M. Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

1st DAY OF April, 20 13

[Signature]
Notary Public

My Commission Expires:

ANDRE E MARTIN
NOTARY PUBLIC
Douglas County
State of Georgia
My Comm. Expires Feb. 6, 2016

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



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Arista Information Systems

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The attached agreement with Arista Information Systems would allow the city to outsource the printing and mailing of all city utility bills, as well as start to offer city customers the ability to receive their monthly utility bills electronically. Currently we are handling the printing and mailing of utility bills in-house using a Pitney Bowes mailing machine that was purchased in March 2006. Unfortunately for the past few years we have had problems with this machine and the machine is now past its useful life. The cost of a new machine is approximately \$33,000 with annual maintenance averaging \$4,100 per year. After evaluating the option to purchase or lease another mailing machine or to outsource this process, I believe the best option for the city is to outsource this process. Factors that were used to determine the best course of action for the city were the cost of a new machine, annual maintenance costs, printer toner, paper and envelopes expense, and postage costs. When factoring all of these costs it is more advantageous for the city to outsource this process. In addition to cost savings, the city will begin to offer electronic bill presentment to utility customers. This will give our customers the opportunity to be “green” and not have a paper bill mailed to their house or place of business. Attached are the current utility bill template that customers receive and the new utility bill template that will be implemented. The new utility bill template is something that myself with some staff have been working on with Cogsdale Corporation, our utility billing software company, and is finally ready to roll out. This new utility bill template will be rolled out in the next couple of months whether we process utility bills in-house or outsource them. I approve of this agreement with Arista Information Systems to handle the printing and mailing of city utility bills.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget	There is some savings by outsourcing this process.

Cover Memo

Item # 8

Certification:	
Legal:	
Associated Information:	E-verify and SAVE are attached.

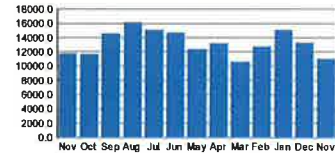


City of Cartersville

Office Hours: Monday - Friday 8:00 AM to 5:00 PM
10 N. Public Square Billing Inquiry: 770-387-5607

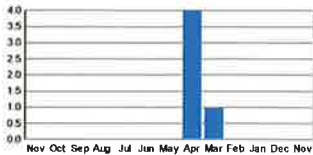
Electric Usage History

Period	Days	kWh	per Day
Current	30	11,760	392.0
Last Month	29	11,640	401.4
Year Ago	28	11,080	395.7



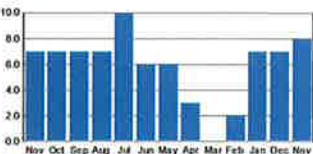
Gas Usage History

Period	Days	CCF	per Day
Current	30	0	0.00
Last Month	29	0	0.00
Year Ago	28	0	0.00



Water Usage History

Period	Days	CCF	per Day
Current	30	7	0.23
Last Month	29	7	0.24
Year Ago	28	8	0.29



Account # - Customer #	Billing Date
1100500-142497	Nov 21, 2012
Customer Name	
CITY OF CARTERSVILLE	
Service Address	
1 N ERWIN ST, CARTERSVILLE	

Service Type	Meter Number	Billing Code	Present Reading	Previous Reading	Meter Multi	Consumption	Actual Demand	Charges
Electric Service	16019	ECG-1	2,409	2,115	40	11,760	43.30	1,215.70
Gas Service	14169325	GCOMMTR48	301	301	1	0		10.00
Refuse Service						0		82.00
Security Lights						0		53.20
Sewer Service	84394360	S3/4COMCTY	350	343	1	7		16.22
Stormwater Service								11.25
Water Service	84394360	W3/4COMCTY	350	343	1	7		21.33
All charges are due by the due date.						Current Utility Charges:		1,409.70
Any past due balances are subject to disconnection.						Due Date:		12/06/2012

Billing Demand	0.00	PCA	0.02210	ECC	6.25410	FCC	7.25410	Meter Read Date	11/15/2012
BTU	1.0090	PGC	0.00000						

Balance on Last Bill:	\$1,391.44
Payment(s) Received:	(\$1,391.44)
Balance Forward:	\$0.00
Late Charges:	\$0.00
Miscellaneous Charges/Credits:	\$0.00
Current Utility Charges:	\$1,409.70
Amount Due if Paid by 12/06/2012	\$1,409.70

www.cityofcartersville.org Stormwater User Fee - Beginning in February a new

City of Cartersville

Please tear and return bottom section with your payment.

PLEASE BRING THE FULL BILL IF A RECEIPT IS REQUIRED.

*** BANK DEBIT * PLEASE DO NOT PAY**

CITY OF CARTERSVILLE
c/o CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Account # - Customer #	1 2279351
1100500-142497	
Amount Due by	Dec 6, 2012
Amount Due	\$ 1,409.70
Amount Paid	
\$	



Item # 8

000001100500000000142497000000140970

Office Hours: Monday - Friday 8:00am to 5:00pm

Drive Thru Hours: Monday - Friday 8:00am to 5:00pm

Night Deposit Available

Billing Inquiry - 770-387-5607 24 Hours - 365 days a year

Account # - Customer #	Billing Date
1100500-142497	Nov 21, 2012

Customer Name	Service Address
CITY OF CARTERSVILLE	1 N ERWIN ST, CARTERSVILLE

Service Type	Current Meter Data						Electric Data			Gas Data	Water Data
	Meter Number	Billing Code	Billing Days	Present Reading	Previous Reading	Meter Multi	Energy (kWh)	Actual Demand	Billing Demand	Consumption	Consumption (CCF)
GAS	14169325	GCOMMTR48	30	301	301	1			0.00	0	
ELECTRIC	16019	ECG-1	30	2,409	2,115	40	11,760	43.28	24.91		
WATER	84394360	W3/4COMCTY	30	350	343	1			0.00		7

Additional Data	BTU	1.0090	PCA	0.0051	ECC%	4.1949	FCC%	2.5680	PGC	0.99070	Meter Reading Date	11/15/2012
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Historical Data	Electric				Gas			Water/Sewer			
	kWh	Cost	Billing Days	Actual Demand	Usage	Cost	Billing Days	CCF	Water Cost	Sewer Costs	Billing Days
This Period	11,760	1,215.70	30	43	0	10.00	30	7	21.33	16.22	30
Last Period	11,640	1,203.44	29	41	0	10.00	29	7	21.33	16.22	29
Last Year	11,080	1,101.95	28	45	0	10.00	28	8	22.72	17.12	28

*** City of Cartersville ***

We want your input to enhance Downtown Cartersville! Visit www.cityofcartersville.org to complete a short survey.

Balance on Last Bill	\$1,391.44
Payment Received (11/6/2012) - Thank You	\$1,391.44 CR
Balance after payments	\$0.00
Refuse Service	\$82.00
Outdoor Lighting Service	\$53.20
Stormwater Services	\$11.25
Gas Service	\$10.00
Electric Service	\$1,215.70
Water Service	\$21.33
Sewer Service	\$16.22
Total Taxes	\$0.00

CITY OF CARTERSVILLE
P.O. BOX 1390
CARTERSVILLE, GA
30120-1390

DUE DATE	12/6/2012	CURRENT CHARGES	\$ 1,409.70	Total Due	\$ 1,409.70
----------	------------------	-----------------	-------------	-----------	--------------------

TOTAL AMOUNT DUE AFTER DUE DATE

\$1,555.67

All past due charges are subject to disconnect without notice. Current charges are subject to disconnect after December 11, 2012 without further notice. All unpaid balances will be turned over to collections after 30 days. Customer will be responsible for all fees or charges of the collection agency.

CALL BEFORE YOU DIG! 800-282-7411; The Utilities Protection Center

City of Cartersville

Please tear and return bottom section with your payment.

*** BANK DEBIT ***
PLEASE DO NOT
PAY

1	2279351
Account # - Customer #	
1100500-142497	
Amount Due by	
Dec 6, 2012	
Amount Due	
\$ 1,409.70	
Amount Paid	
\$	

CITY OF CARTERSVILLE
c/o CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

Item # 8

000001100500000000142497000000140970

ARISTA SERVICES AGREEMENT

THIS AGREEMENT, dated the 15th day of March, 2013, is by and between ARISTA INFORMATION SYSTEMS, INC. ("ARISTA"), a Georgia corporation, and the CITY OF CARTERSVILLE ("Customer").

WHEREAS, ARISTA wishes to provide, and Customer wishes to acquire, products and services as described herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. **Products and Computer Services.**

ARISTA agrees to provide to Customer, and Customer agrees to purchase from ARISTA, those products and services set forth in the attached Statement of Work, designated as Schedule "A". If the parties desire to amend this Statement of Work, such amendment shall be binding on the parties only if a revised Statement of Work is reduced to writing and signed by the parties. Any additional services will be furnished by ARISTA subject to availability of facilities, personnel and services available to ARISTA, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the parties. Notwithstanding any other provision in this Agreement, Customer agrees that the services described in this Agreement may, at ARISTA's discretion, be provided either directly by ARISTA or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of ARISTA's obligations hereunder.

2. **Completion Times.**

ARISTA will furnish and mail the completed product as described in Schedule "A" and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Schedule "B". In no event shall ARISTA be liable for any delay in the performance or delivery of any service or product due to failure by Customer to timely provide information, data and any other items as are reasonably required by ARISTA to perform its obligations; PROVIDED, however, that if Customer fails to provide correct and complete data in accordance with mutually agreed time schedules, ARISTA will promptly request the additional data and reschedule and process Customer's work within the time limits provided in Schedule "B". Customer agrees to extend the time schedules for this purpose. Data will be deemed to have been timely submitted by Customer if received by ARISTA on or before the time limits set forth in Schedule "B".

3. **Term.**

The term of this contract shall commence on date of acceptance and end on December 31, 2013. The contract shall be automatically renewed for up to two (2) 1 year terms, provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate or not renew this contract and Arista provides notice of intent of renewing the contract by December 1st of each year. In the event the contract is not renewed after the December 31, 2013, then the Customer will be charged a set-up fee of \$4000.

4. **Pricing/Invoicing.**

(a) The prices for products and services are set forth in Schedule "B".

(b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.

(c) In addition to the prices set forth in Schedule "B", Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, ARISTA shall apply such excess payment to Customer's postage

Item # 80

costs for the subsequent month. ARISTA shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.

(d) Shipment of products shall be F.O.B.

(e) Customer agrees to pay ARISTA promptly for such services as rendered to client on a monthly basis. ARISTA will send an invoice each month, and the Customer shall make payment within fifteen (15) days after receipt of the invoice. If Customer fails to pay any invoice within 30 days from the invoice date, ARISTA shall notify Customer that such invoice is past due, and such invoice may be subject to a late charge fee of 1.5% of total due.

(f) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, ARISTA may purchase up to a 6 month supply of these items in advance. In the event Customer cancels this contract or requests changes to these items, Customer shall be responsible for the cost incurred by ARISTA or the remaining inventories of such items.

5. Customer Data /Proprietary Rights.

(a) All data furnished by Customer pursuant to this Agreement shall at all times remain the property of the Customer. ARISTA shall not be responsible for loss or destruction of Customer data, or materials, unless due to the negligence of ARISTA. ARISTA's liability for any negligent loss or destruction of data is limited to restoring the data, provided such restoration can be reasonably performed by ARISTA, and further provided that Customer provide ARISTA all source data and materials in readable format for such restoration; it being presumed conclusively that any data delivered to ARISTA has been backed up by duplicate material retained by the Customer. ARISTA shall have the right to copy and retain all such data and materials for its files as it deems necessary for internal processing use only. Such restoration shall be done without charge to Customer.

(b) Customer shall use its reasonable best efforts to assure the accuracy and adequacy of all data and other items provided to ARISTA, and for all results obtained there from. ARISTA shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any Customer-supplied data or materials. Customer shall pay ARISTA, at rates specified in Schedule "B", for any processing reruns or any other additional work performed by ARISTA due to Customer submitting data or materials which are incorrect or incomplete. All data and materials supplied by Customer shall be returned by ARISTA upon completion of use by ARISTA or upon termination of this Agreement.

(c) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by ARISTA, its contractors, subcontractors or agents in providing the products and services shall remain ARISTA's exclusive property.

6. Confidential Information.

ARISTA agrees to deny unauthorized access to, and to take reasonable steps to protect, the confidentiality of Customer's data and materials and resultant output that is designated as confidential by Customer. Neither party shall be required to keep confidential any information nor data which is or becomes publicly available, is already known or is independently developed by such party outside the scope of this Agreement, or is rightfully obtained by third parties. Notwithstanding the foregoing, ARISTA may provide such information to any third parties who may provide any of the products or services under this Agreement, provided such third party agrees to keep such confidential data and material confidential.

7. Warranties and Limitation of Liabilities.

(a) Upon written request of Customer, ARISTA shall pursue with reasonable diligence a claim for breach of, or at ARISTA's option shall assign and transfer to Customer, any warranty available to ARISTA from manufacturers or third-party vendors for products supplied to Customers under the terms of this Agreement

Item # 00

(b) In the event errors or deficiencies in completed work result from ARISTA's performance hereunder, ARISTA will correct such errors or deficiencies for which ARISTA receives timely notice from Customer, but ARISTA's obligations shall be limited to correcting such errors or deficiencies. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or products which contain such errors or deficiencies. If computer services are interrupted or delayed for any reason, ARISTA will resume the computer services as soon as reasonably practical. ARISTA shall not be liable for any damages arising from delays in processing or in the delivery of the processed work.

(c) **THE PROVISIONS HEREOF COMPRISE CUSTOMER'S SOLE AND ENTIRE WARRANTY. ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**

(d) THE REMEDIES HEREIN CONTAINED ARE EXCLUSIVE AND CUSTOMER WAIVES ALL OTHER REMEDIES.

(e) IN NO EVENT SHALL ARISTA BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR MARGINS, WHETHER INTERNAL TO CUSTOMER OR PAID BY CUSTOMER TO ANY THIRD PARTY, ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS PERFORMANCE OR BREACH, EVEN IF ARISTA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF..

8. Special Order Services.

All services provided by ARISTA to Customer other than basic services shall be referred to herein as special order services and shall be provided as follows:

(a) If Customer shall desire special order services, Customer shall submit to ARISTA a written request which shall, with reasonable specificity, describe the services or charges desired by Customer. ARISTA and Customer shall, within a reasonable time thereafter, evaluate the request for which services are to be performed by ARISTA. Based on such evaluation, ARISTA will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.

(b) If the specifications prepared by ARISTA are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, ARISTA shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

(d) For special order services, ARISTA shall be compensated as provided for in Schedules A, B, and C.

9. Special Stipulations.

All contractual issues are covered by this agreement. Any additional terms shall be outlined in Schedule "D", attached, and signed by both parties. The absence of a fully executed Schedule "D" shall mean it does not exist.

Item # 80

10. Force Majeure.

Should the performance of this Agreement by either party be prevented or delayed by act of God, war, civil insurrection, fire, flood, storms, strikes, lockouts, total or partial failure of transportation, or delivery of facilities, interruption of power, or any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of such party, that party's performance shall be excused to the extent it is prevented or delayed. Each party will promptly give the other party notice of any event it claims to be an event of force majeure.

11. Equal Opportunity Clause.

We hereby incorporate the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, and implementing regulations.

12. General Contract Provisions.

(a) **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

(b) **Captions.** The captions used for the paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any paragraph hereof.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby cancelled.

(d) **Schedules.** Each and every Schedule attached hereto shall be incorporated into and made a part of this Agreement by reference.

(e) **Amendments.** This Agreement may be amended only by written agreement executed by all parties hereto.

(f) **Notice.** Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, faxed or delivered as follows:

If to ARISTA:

ARISTA INFORMATION SYSTEMS, INC.
 Attention: Michael Thompson
 100 Ashford Center North
 Suite 500
 Atlanta, Georgia 30338
 Telephone Number: (770) 414-8400
 Telecopy Number: (770) 414-1122

If to Customer:

CITY OF CARTERSVILLE
Attention: Dan Porta
1 North Erwin Street
P.O. Box 1390
Cartersville, Georgia 30120
Telephone: (770) 387-5672
Telecopy: (770) 386-5841

or as to each party, at such address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall be effective (a) if mailed, when received or three (3) days after mailing, whichever is earlier; (b) if faxed, when transmitted; or (c) if hand delivered, when delivered.

(g) **Effective Date.** This Agreement shall become effective upon the parties signing and exchanging the signed copy by Mail or confirmed overnight delivery.

(h) **Further Assurances.** The parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect and further define the terms and conditions of the rights provided in this Section.

(i) **Arbitration.**

1. Any and all claims and disputes between Customer and ARISTA related to, arising out of, or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) shall be resolved by binding arbitration. Except as specifically modified herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and supplemented from time to time, including those rules giving the arbitrators power to rule on their own jurisdiction and any objections to the existence, scope, or validity of the arbitration agreement itself. Any arbitration hearing conducted hereunder shall be held at the primary office of ARISTA.

2. The party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within fifteen (15) days after receiving the initiating Party's nomination. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third, neutral arbitrator (the "Third Arbitrator"). All arbitrators shall be impartial and independent of either Party and not employed by any of the Parties in any prior matter.

3. If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within fifteen (15) Days from the date of the second Party-Appointed Arbitrator's appointment, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Customer, ARISTA and the Party-Appointed Arbitrators. The Parties shall request the AAA to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration.

4. Except to the extent inconsistent with or prohibited by applicable law, or to the extent necessary to confirm or enforce any award made by the arbitrators, the existence and outcome of any arbitration proceeding between Customer and ARISTA shall be held in confidence by the

Item # 8

parties. The parties further acknowledge their intent that documents produced by a Party in the course of the arbitration or provided by such Party to the arbitration panel shall be deemed confidential and that the receiving Party shall maintain the confidentiality of such documents. Accordingly, prior to the exchange of documents during the course of any arbitration proceeding, the parties shall enter into a mutually agreeable form of confidentiality agreement, or failing such agreement, the arbitrators shall enter an appropriate confidentiality order. The Parties agree that any claim or dispute regarding compliance with the foregoing obligation of confidentiality or any claimed breach of the confidentiality agreement or order, whether asserted before or after the conclusion of the arbitration, shall be submitted to the arbitration panel hearing (or that heard) the underlying dispute and that the arbitration panel may conduct an expedited hearing thereon. In any such proceeding, the arbitrators shall have the discretion in their sole judgment to award any relief, including equitable relief and damages, permitted by the AAA Rules for each violation of confidentiality as determined by the Panel.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, without limitation, any dispute concerning the scope of this arbitration clause, shall be submitted to binding arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator in any such arbitration may be entered in any court having jurisdiction thereof.

(j) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; *provided, however,* that neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of the other parties hereto. No assignment or transfer of this Agreement shall relieve the parties of any obligation hereunder.

(k) **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.

(l) **INDEPENDENT CONTRACTOR:** Arista Information Systems, Inc. shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Arista Information Systems, Inc. or any of its agents or employees to be the agent, employee, or representative of CITY.

(m) **OPEN RECORDS ACT:** Arista acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to the Georgia Open Records Act (O.C.G.A. §50-18-70, et. Seq.). Arista shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed under seal this Agreement the day and year first above written, by and through their duly authorized representatives.

**ARISTA INFORMATION
SYSTEMS, INC.**

By: _____
Title: _____
Date: _____

Attest: _____
Title: _____

(Corporate Seal)

Item # 8

CITY OF CARTERSVILLE

By: _____
Title: _____
Date: _____

Attest: _____
Title: _____

(Corporate Seal)

SCHEDULE "A"

Statement of Work – Printing and Mailing Services

- 1) Statement to be formatted based on Customer requirements.
- 2) Data will be received at ARISTA via electronic transfer initiated by Customer in a format agreed upon by both parties.
- 3) All addresses will be passed through certified postal-coding software for CASS (Coding Accuracy Support System) certification and delivery point barcode for automated postage discount.
- 4) All statement materials included: **statement page, outside mailing envelope, courtesy-reply envelope.**
- 5) Processing, printing, collating, folding, inserting and mailing.
- 6) Preparation and delivery to USPS in automation stream.

Statement of Work – PDF Services for Printing and Mailing Customers **OPTIONAL SERVICE**

- 1) Data used will be the same data as provided for Printing and Mailing Services.
- 2) A PDF image of the exact statement that is printed and mailed will be created.
- 3) PDF images are available for the Customer to view, print, and download.
- 4) Customer shall have the option of receiving the PDF images electronically on a per cycle basis or once a month on CD.

Statement of Work – Electronic Bill Presentment **OPTIONAL SERVICE**

- 1) ARISTA will provide a hosted website to the Customer to facilitate the electronic presentment of Customer's statements to Customer's End Users.
- 2) The electronic bill statement, available through the website, is to be formatted based on Customer requirements.
- 3) The data received at ARISTA to be generated the electronic statement will be initiated by the Customer in a format agreed upon by both parties.
- 4) Customer may suppress a paper bill for viewing electronically by the End User on the Bill Presentment website.
- 5) The ARISTA Electronic Bill Presentment Website shall:
 - a. Allow the Customer's End User to view a bill statement.
 - b. Allow the Customer's End User to view an e-bill.
 - c. Allow the Customer's End User to pay a statement via a credit / debit card or electronic check through the website.
- 6) If Customer elects to allow End User's to pay, the Customer must complete the ARISTA Payment Processing Agreement.

Item # 8

SCHEDULE "B"
TIME SCHEDULES

Customer must provide a delivery schedule of data thirty (30) days in advance. Data received promptly will be mailed within 24 hours. If data is not delivered by Customer promptly or if incorrect data is received by ARISTA, data will be reprocessed in accordance with agreement within 48 hours.

PRICING (Printing and Mailing Services):

UNIT PRICE:

1) Processing, printing, collating, folding, inserting, and preparation and delivery to USPS in automation stream		
Highlight Color -	\$0.12	
Delinquent Notices (Highlight or Non-Highlight)	\$0.12	
2) Cost of additional page	\$0.06	
3) Additional cost of duplex page	\$0.035	
4) Additional cost if "pre-printed form"	\$0.01	
5) Checks	\$0.15	
6) Additional Inserts	\$0.01	
7) Postage	Cost	
8) Minimum Monthly Charge	\$500.00	
9) Programming Charge	\$150 hour	
10) Initial Set up Fee	Waived	
	(With 24 month agreement)	
11) Additional charges for regular or delinquent files under 500 pieces.....	\$ 10.00	

Item # 8

Prices do not include postage. Postage to be supplied in advance. All qualified mailable pieces will be coded for maximum discount.

Above pricing includes the price for forms, outside envelope, and return envelope. ARISTA reserves the right to change this pricing during the term of the Agreement to reflect changes in ARISTA's costs.

New services or products will be added to a published price list which will be provided to Customer and become part of this Schedule.

PRICING For PDF SERVICES: (Optional)

Unit Price:

1) Monthly Charge	\$50.00
2) Per Image Charge	\$ 0.01
3) End of month CD Charge	\$25.00

PRICING For Electronic Bill Presentment: (Optional)

Unit Price:

1) Monthly Image Storage Charge.....	Waived
2) Per Image Charge View.....	\$ 0.01
3) Suppression of Paper Bill.....	\$0.04 each

SCHEDULE "C"
SCHEDULE OF CHARGES FOR SPECIAL ORDER SERVICES

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate \$ 150.00 Per Hour

Item # 8

Schedule "D"
Special Stipulations

Item # 8

ARISTA INFORMATION SYSTEMS, INC.

By: _____
Title: _____
Date: _____

CUSTOMER:

By: _____
Title: _____
Date: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

106488
EEV/Basic Pilot Program* User Identification Number

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

3/22/13
Date

AKI & A Information Sys. Inc. President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

100 Ashford Center N. Suite 500, Atlanta, GA 30338
Contractor Address

J. Michael Thompson
Printed Name of Authorized Officer or Agent

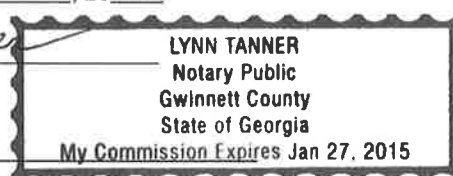
SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

22nd DAY OF March, 20 13

[Signature]
Notary Public

My Commission Expires:
January 27, 2015



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

[Signature]

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

ARISA Information Systems, Inc.

[Name of business, corporation, partnership]

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

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

[Signature] 3/22/13
Signature of Applicant: Date

J. Michael Thompson
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

22nd DAY OF March, 2013

* _____
Alien Registration number for non-citizens

[Signature]
Notary Public
My Commission Expires: January 27, 2015
Notary Public
Gwinnett County
State of Georgia
My Commission Expires Jan 27, 2015

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



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
FacilityDude Utility Tracking Software

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	FacilityDude provides software for the purpose of tracking and analyzing utility consumption across groups of facilities. They have a sponsorship agreement with Johnson Controls to provide the service to local governments for free for one year. In return Johnson Controls is given anonymized data for their research purposes, and they place a logo in our version of the software. Simply put, we are interested in trying this utility tracking software out and there seems to be little to no risk or cost. If we decide to renew our subscription after our trial year has ended, the annual cost has been quoted at \$3,692.
City Manager's Remarks:	This is at no risk and no cost and is recommended for your approval.
Financial/Budget Certification:	
Legal:	Contract reviewed and approved by the City Attorney's Office.
Associated Information:	Everify documents are attached



3/28/2013

Tom Quist
City of Cartersville
PO Box 1390
Cartersville, GA 30120

Dear Tom,

Thank you for your interest in UtilityTrac Plus, a simple, affordable online tool that enables facilities across the country to track, analyze and report on utility consumption. FacilityDude is dedicated to providing you with online tools that will help you save money, increase efficiency and improve services. Through our partnership with Johnson Controls we look forward to providing you with new, innovative ways to conserve resources, reduce operating costs and go green.

Pricing for UtilityTrac Plus is based on the total number of meters:

Estimated Meters*: 150

**Totals added above those documented will be charged accordingly.*

	Frequency	Total
UtilityTrac Plus Quick Start & First Year Annual Investment	Now – March 31, 2014	Waived = \$0
Annual Renewal	April 1, 2014 and subsequent years	\$3,692
Subscription includes unlimited users, training and support.		

In return for taking part in the Johnson Controls program you agree to:

1. Work with FacilityDude to get your organizational information and 24 months of billing history populated in your account within the first 120 days of signing this agreement. If the data is not provided in the first 120 days, you will be invoiced directly for the year one investment.
2. Allow FacilityDude to provide Johnson Controls:
 - a. Branding and ad space on your UtilityTrac login and application pages.
 - b. Access to your data to present you with energy savings ideas and proposals.
 - c. Access to your data for anonymous use in their research

UtilityTrac Plus Import Services

UtilityTrac Plus includes account set up and data imports. This service is comprised of two main components.

1. **Account Set Up** - FacilityDude will setup your UtilityTrac account with your building, vendor, account, and meter information (based on information you provide to us). We will provide you with a spreadsheet to provide us with the following basic information:
 - Building name
 - Building square footage
 - Service address
 - Building primary use
 - Vendor name
 - Account number
 - Meter number
 - Commodity type
 - Unit of measure
2. **Historical Data Import** - FacilityDude will populate your account with 24 months of historical data. You will need to provide 24 months of utility information (**electric, water/sewer, and natural gas**) to FacilityDude in Excel format, within 45 days of signing the agreement. The data required in the billing history should include: account number, meter number, start date, end date, usage by meter, and cost by meter. This can be provided in a few different ways:
 - **Data from utility companies** - You can request 2 years of historical summary data from the utility companies (please note summary data is needed, not billing data). Be sure to request summary data not billing data. Upon receiving that information we will import that data into your account. Please note that not all utility companies can provide this data and when it is available it may take a few months to receive.
 - **Data in spreadsheets** - If you have been tracking your utilities in spreadsheets, we will accept those for importing. Please remember that not all Excel spreadsheets are created equal; if you have your data in an Excel Spreadsheet, we will need to review your layout to determine if it is in a format that will allow us to import the data. If we are unable to use your data to provide an import, please use one of the other methods listed.
 - **Copies of bills** - If the first two options are not available we will accept hard copies of bills for the 24 month history at an additional charge of \$1.30 per bill. Please note that this option takes longer to process.

Once your UtilityTrac account is setup with your organization information and the 24 month history, FacilityDude will perform trainings for your staff on how to use UtilityTrac for ongoing bill entry and bill analysis.

Please provide FacilityDude with a main contact, should any questions about the account set up arise.

- Proposal has been prepared for City of Cartersville.
- Proposal is valid for 30 days.
- Agreement is effective per the date listed on page one.
- Initial term: year to year.
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- All required data is to be provided by you prior to setup.
- Technical support is available from 8am to 6pm Eastern Standard Time at 877-655-3833 or support@facilitydude.com.
- A quote will be provided for any assistance outside the scope of this proposal.
- Although the terms of this document control, all other conditions of use can be found at <http://facilitydude.com/privacy-terms-of-use/>.

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

Matt Watkins

Representative Name

Date

ACCEPTED BY:

Customer Signature

Date

Print Name

Position

Please address the purchase order to:

FacilityDude.com
11000 Regency Parkway, Suite 200
Cary, NC 27518

***** Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or sales@facilitydude.com.**

In partnership with:



Item # 9

FacilityDude Agreement

Terms and Use

Welcome.

As part of the Service, FacilityDude.com will provide you with use of the Service, including access to the system, data transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement.

Price and Payment

You will pay or your third party agreement party shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. FacilityDude.com must be provided with a valid credit card or purchase order information as a condition to signing up for the Service, except for trial periods which allow you to try the service for a limited time after which FacilityDude.com must be provided with a valid credit card or purchase order information as a condition for continued service. You or your third party must also report and pay any applicable taxes to the appropriate governmental agency. Purchase orders may be subject to credit approval.

We maintain the right to escalate our service fees upon client renewal. We will not escalate our service fees any more on a percentage basis than the relevant producer price index percentage escalation over the two most recent calendar years as published by the Bureau of Labor Statistics for similar products and services.

Charges

FacilityDude.com will automatically renew and bill your credit card or issue an invoice to you or your third party paying for the service as follows: (a) every year for annual subscriptions, or (b) upon the commencement of the annual term and then at each subsequent anniversary of that initial term for continuous annual subscriptions, or (c) monthly invoicing or charges if payment terms are set up on a monthly billing program. The renewal charge shall be equal to the then current pricing schedule which is based on your number of facilities and/or your total square footage, unless FacilityDude.com notifies you in advance to the contrary. You will have 30 days after the date that any renewal fee is posted to notify FacilityDude.com that you wish to cancel your subscription, effective on receipt of such notification. All invoices shall be due and payable within 30 days after the invoice date.

Non-Payment

If timely payment is not received or cannot be charged to a valid credit card for any reason, FacilityDude.com reserves the right to either suspend or terminate your access to the Service and account and terminate this Agreement. If FacilityDude.com receives a cancellation notice from you, you will be obligated to pay balance due on your account. You agree that FacilityDude.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Non-Transferable Membership

FacilityDude.com and its licensors grant to you a personal, non-exclusive, non-transferable license to use and display the audio and visual information, documents, products and software contained in or made available through the Service (the "Content") solely for your own internal business purposes. All rights not expressly granted by FacilityDude.com to you are retained.

Restrictions

You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your personal use. Unauthorized use of the Service, or the resale of the Services, is expressly prohibited, unless other legal arrangements have been negotiated. You shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third party. **However, all data and content is subject to the requirements of O.C.G.A. § 50-18-70 et. seq.**

Third Party Interaction

In your use of the Service, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. FacilityDude.com shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. FacilityDude.com maintains the right to offer advertisements on certain pages of the system.

Links to Third Party Sites

FacilityDude.com does not endorse any sites on the Internet which are linked through the Service. FacilityDude.com is providing these links to you only as a matter of convenience, and in no event shall FacilityDude.com be responsible for any content, products, or other materials on or available from such sites.

User Accounts

A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with FacilityDude.com. To open a user account, you, your company or your third party providing the service must complete the registration process by providing FacilityDude.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, you and your company's users agree to submit accurate, current and complete information about you and your organization, and promptly update such information. Should FacilityDude.com suspect that such information is untrue, inaccurate, not current or incomplete, FacilityDude.com has the right to suspend or terminate your usage of the Service. You will choose a personal, non-transferable password. User accounts cannot be "shared" or used by more than one individual. User licenses can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service. **However, all data and content, including access is subject to the requirements of O.C.G.A. § 50-1870 et. seq.**

User Responsibilities

You are also solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify FacilityDude.com immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of Content that is known or suspected by you. FacilityDude.com shall not be responsible for any unauthorized access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by FacilityDude.com, or any transactions entered into through the Service or failure to abide by this Agreement.

Account Information and Data

FacilityDude.com does not own any data, information or material that you submit to the Service ("Data"), unless we specifically tell you otherwise before you submit it. FacilityDude.com will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement. Please be aware that FacilityDude.com does provide statistical information such as usage, average costs or time values, or user traffic patterns in aggregate form to third parties or to service subscribers, but such information will not include personally identifying information about you or your organization. FacilityDude.com may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You and/or your third party service provider, not FacilityDude.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and FacilityDude.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. For more information, please refer to FacilityDude.com's online privacy policy below.

Use, Storage and Other Limitations

FacilityDude.com reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service, the maximum disk space that will be allotted on FacilityDude.com's servers on your behalf.

Termination

FacilityDude.com, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you fail to comply with this Agreement. You may terminate your user membership upon notice to FacilityDude.com at any time. Upon termination, you will be granted a refund of any prepaid charges for the remaining term of your subscription starting within one month of our receipt of your notice less 20% of the prepaid balance. FacilityDude.com shall make available a file of Licensee's data, unless this service is provided by a third party as part of their service to you, in such case the Licensee's data shall be made available to such third party and FacilityDude.com will have no legal responsibility for such data to be provided to you. Licensee must make such request at the notification of termination to receive such file within (30) days of termination. In addition, FacilityDude.com may terminate a free account if you do not first log-on within 30 days after registration or 90 days since your last log-on. Upon termination of an account, your right to use such account and the Service immediately ceases. FacilityDude.com shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party. **TERMINATION OF THE AGREEMENT- NEWLY ELECTED COUNCIL:** This Agreement expires as of December 31, 2013. However it is automatically renewed unless the CITY provides notice thirty days prior to the then termination date, for up to five (5) one (1) year terms. A newly elected City Council may terminate this Agreement upon thirty (30) days notice, if said notice is provided for within sixty (60) days of their taking office. The provisions of this paragraph is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

Cookies

Cookies are files that your web browser places on your computer's hard drive and are used to tell us whether you have visited the Service previously. FacilityDude.com uses a persistent cookie to help save and retrieve usernames used on the Service. FacilityDude.com issues a session cookie only to record

encrypted authentication information for the duration of a specific session. The session cookie does not include either the username or password of the user.

Trademark Information

FacilityDude.com, the FacilityDude.com logo, and FacilityDude.com "Answer guy", are trademarks of FacilityDude.com. Other FacilityDude.com product or service names or logos referenced in the FacilityDude.com Web site are either trademarks or registered trademarks of FacilityDude.com. The absence of a product or service name or logo from this list does not constitute a waiver of FacilityDude.com's trademark or other intellectual property rights concerning that name or logo. All other products and company names mentioned in the FacilityDude.com Web site may be trademarks of their respective owners. Use of any FacilityDude.com trademark in commerce may be prohibited by law except by express license from FacilityDude.com. The provisions of this paragraph is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

Proprietary Rights

Except for the licenses granted herein, you have no right, title or interest in or to the Service or any Content and FacilityDude.com or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, stories, articles, text, images, and other multimedia data. FacilityDude.com and/or other FacilityDude.com products and services referenced herein are either trademarks or registered trademarks of FacilityDude.com. The names of other companies and products mentioned herein may be the trademarks of their respective owners. The provisions of this paragraph is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

Indemnification

~~You shall indemnify and hold FacilityDude.com, its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including the Content) or breach of this Agreement.~~

Disclaimer of Warranties

FACILITYDUDE.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. FACILITYDUDE.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY

DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY FACILITYDUDE.COM AND ITS LICENSORS.

Limitation of Liability

IN NO EVENT SHALL FACILITYDUDE.COM'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL FACILITYDUDE.COM AND/OR ITS LICENSORS, BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF FACILITYDUDE.COM OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL FACILITYDUDE.COM'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

General Conditions

This Agreement is subject to the General Conditions attached hereto and incorporated herein by reference as Exhibit "A".

Local Laws and Export Control

FacilityDude.com controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. FacilityDude.com makes no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Submissions

FacilityDude.com alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to FacilityDude.com free of charge. FacilityDude.com may use such Submissions as it deems appropriate in its sole discretion.

The provisions of this paragraph is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

Notice

FacilityDude.com may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in FacilityDude.com's account information, or by written communication sent by first class mail to your address on record in FacilityDude.com's account information. You may give notice to FacilityDude.com (such notice shall be deemed given when received by FacilityDude.com) at any time by any of the following: electronic mail to sales@facilitydude.com; letter sent by confirmed facsimile to FacilityDude.com at the following fax number: 919-459-3107; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to FacilityDude.com at the following address: FacilityDude.com, 11000 Regency Parkway, Suite 200, Cary, NC 27518.

Modification to Terms

~~FacilityDude.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.~~

Beneficiaries

The rights and limitations in this Agreement are also for the benefit of FacilityDude.com's licensors each of whom shall have the right to enforce its rights hereunder directly and on its own behalf.

General

This Agreement will be governed by North Carolina law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in ~~Raleigh, NC~~ **Rome, GA**. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and FacilityDude.com as a result of this agreement or use of the Service. The failure of FacilityDude.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FacilityDude.com in writing. This Agreement comprises the entire agreement between you and FacilityDude.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

SECTION 1. OWNERSHIP OF DOCUMENTS: Original documents, such as reports, plans, drawings, specifications, designs and whether on the internet, web based, or on a server developed in connection with the services performed hereunder belong to and remain the property of **City**. **Facility Dude** may retain reproducible copies of such documents. **FacilityDude** and any and all sub-contractors understand that they are subject to the requirements of the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. in respect to this Agreement and Project.

SECTION 2. INDEMNIFICATION: **FacilityDude** shall indemnify and hold **CITY**, its officers, agents and employees, harmless from any and all claims by others for damages which (1) arise out of any negligent act or omission of **FacilityDude** or any of **FacilityDude's** officers, employees, agents and subcontractors, or (2) arise from the performance of the services described herein, including, but not limited to damages sustained as a result of negligent actions or omission of **FacilityDude**: bodily injury, sickness or disease of **FacilityDude's** employees, **CITY's**, officers, subcontractors, and agents; bodily injury, sickness and disease and death to any person other than **FacilityDude's** employees, including premises and operations liability and contractual liability; and property damage for third parties arising from premises liability and wrongful acts committed by **FacilityDude** relating to said Project. The foregoing agreement to hold **CITY**, its officers, agents, and employees harmless shall not be limited to the limits of the liability insurance required under the provisions of Section 3.

SECTION 3. OMITTED

SECTION 4. SUBCONTRACTS: **FacilityDude** shall, not without prior written consent of **CITY**, be entitled, to the extent determined appropriate by **FacilityDude** to subcontract any portion of the work to be performed under this Agreement. **FacilityDude** shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by **CITY**. Subcontractors must comply with the same insurance requirements as **FacilityDude**.

SECTION 5. IMMIGRATION REFORM COMPLIANCE REQUIREMENT: During the entire duration of this Agreement, **FacilityDude** 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.

SECTION 6. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, **FacilityDude** agrees as follows: (1) **FacilityDude** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) **FacilityDude** will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) **FacilityDude** will cause the foregoing provisions to be inserted in all

subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

SECTION 7. AUDITS AND INSPECTORS: At any time during normal business hours and as often as **CITY** may deem necessary, **FacilityDude** shall make available to **CITY** and/or representatives of **CITY's** for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **CITY** and/or representatives to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

FacilityDude shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **CITY** or any reviewing agencies, and **FacilityDude** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

SECTION 9. INDEPENDENT CONTRACTOR: **FacilityDude** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **FacilityDude** or any of its agents or employees to be the agent, employee, or representative of **CITY**.

SECTION 10. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **CITY** or **FacilityDude** without prior written consent of the other.

SECTION 11. INTEGRATION: This Agreement represents the entire understanding of **CITY** and **FacilityDude** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. ®

SECTION 12. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

SECTION 13. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other genders, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

SECTION 14. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

SECTION 15. INTERPRETATION: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

SECTION 16. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

SECTION 17. AMENDMENT: This Agreement may only be modified or supplemented only by written agreement, approved by both parties hereto..

SECTION 18. TIME OF ESSENCE: Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For [insert name]

Signed: _____

Printed Name: _____

Title: _____

Date: March ____, 2013

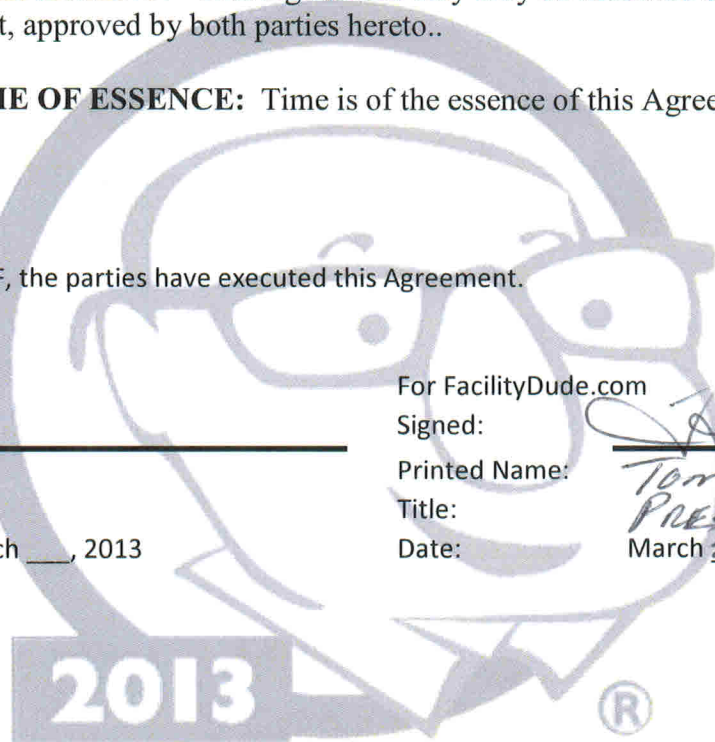
For FacilityDude.com

Signed: _____

Printed Name: _____

Title: _____

Date: March 28, 2013

2013 

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

51596

EEV/Basic Pilot Program* User Identification Number

BY: Anna H. Hunter
Authorized Officer or Agent
(Contractor Name)

2/28/2013
Date

Facility Dude
Contractor/Entity Name

CFO
Title of Authorized Officer or Agent of Contractor

11000 Regency Pkwy, Suite 200, Cary, NC 27518
Contractor Address

Anna H. Hunter
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF February, 20 13
Delina M. Millsaps
Notary Public
My Commission Expires:
4-9-2016



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

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

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

Anna H. Hunter - CFO

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

Facility Dude

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

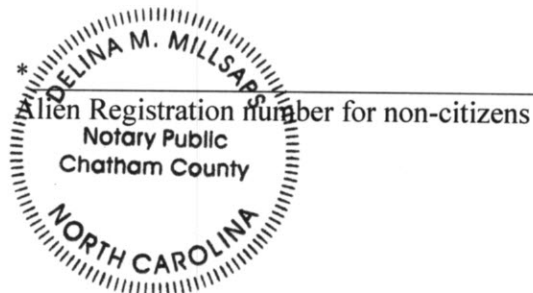
Anna H. Hunter 2/28/2013
Signature of Applicant: Date

Anna H. Hunter
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF February 2013

Delina M. Millsaps
Notary Public

My Commission Expires: 4-9-2016



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



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Asphalt Roller

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	We request permission to purchase a Case DV201 Asphalt Roller with trailer from the State of Georgia Equipment Contract for \$41,604.40. G.J.& L., d/b/a Border Equipment, has the State Contract #SPD0000043 for heavy equipment. This unit will replace a 1972 roller that is no longer in service due to mechanical failures. This equipment purchase is not budgeted but will be purchased through GMA Lease Pool. We have concurrence for this purchase from Finance Director, Tom Rhinehart. Public Works recommends approval of this item.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be purchased through the lease pool plan with GMA.
Legal:	
Associated Information:	Everify docs attached

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Chad Franke

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

GS+L dba Border Equipment

[Name of business, corporation, partnership]

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

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

Lee Stephens
Notary Public
Columbia County, Georgia
My Commission Expires On March 28th, 2015

Signature of Applicant:

Chad Franke
Printed Name:

4/22/13
Date

4/22/13

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22nd DAY OF April, 2013

Lee Stephens
Notary Public

My Commission Expires:

*
Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

267745
EEV/Basic Pilot Program* User Identification Number

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

4/22/13
Date

Governmental Sales Mgr.
Title of Authorized Officer or Agent of Contractor

Chad Franke
Printed Name of Authorized Officer or Agent

Lee Stephens
Notary Public
Columbia County, Georgia
My Commission Expires On March 28th, 2015

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22nd DAY OF April, 2013

[Signature]
Notary Public

My Commission Expires:

March 28th 2015

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

The link to register for E-verify is: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

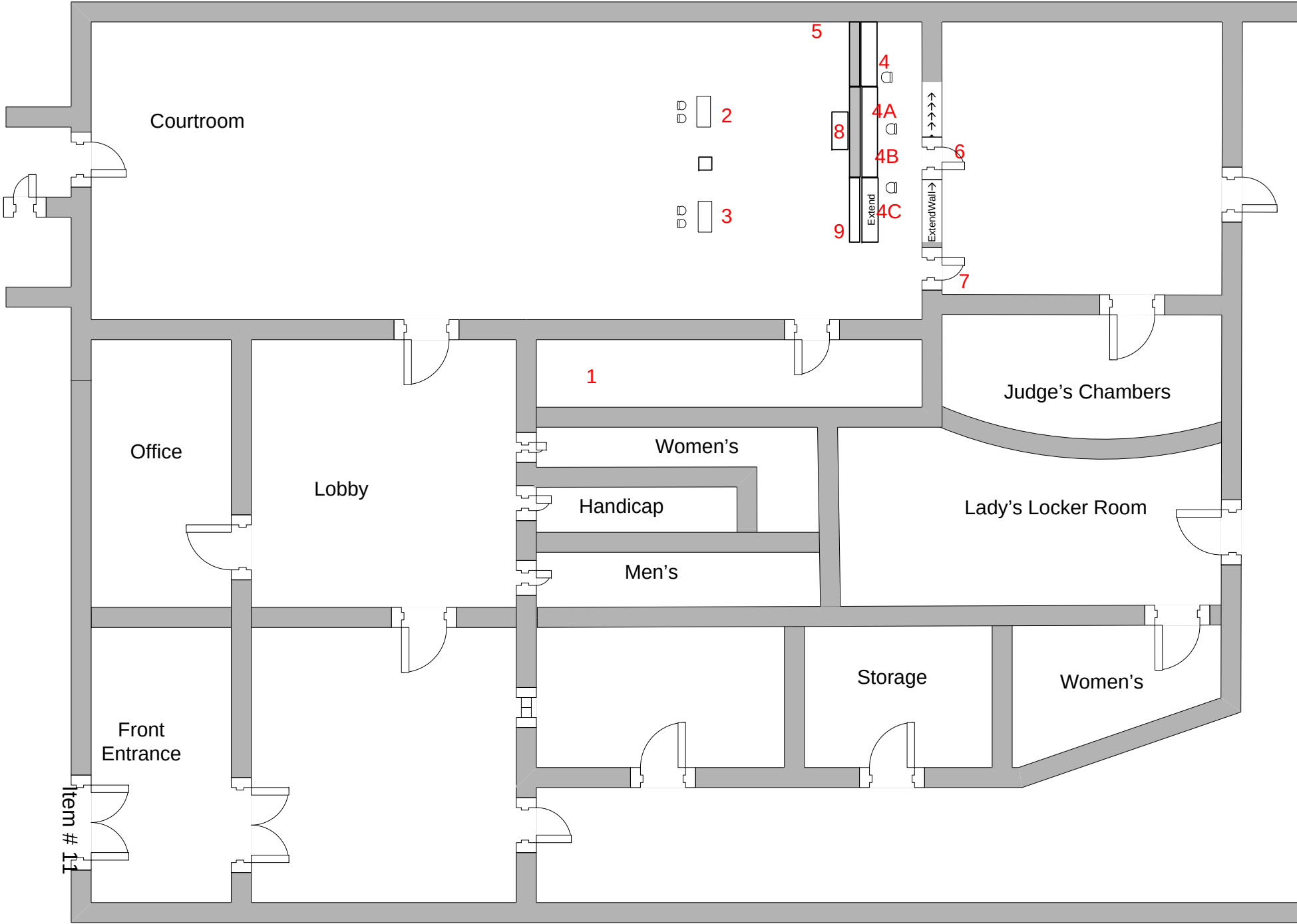


City of Cartersville

**City Council Meeting
5/2/2013 7:00:00 PM
Municipal Court Renovations**

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The Municipal Court recently had the asbestos flooring removed to make way for needed renovations. The renovations include: changing out the men's bathroom into a records retention room, electrical additions and replacement, building the judge's bench platform, and removal of the sally-port outside. A sketch of the renovations along with a description of them are included (the sketch is not to scale). The renovations were not budgeted in the current years budget, but are badly needed to expand the size of the courtroom. I met with three local contractors and walked through the renovation project with them. They were asked to submit a bid based on the description given to them. I received a bid from only one contractor, Earl Hightower Construction, in the amount of \$48,400. I ask that the bid for the renovations at the municipal court be awarded to Earl Hightower Construction not to exceed the amount of \$48,400. I have asked Mr. Hightower to try to reuse the light fixtures and the acoustical ceiling tiles that are already there and the price may be adjusted by the cost of new light fixtures (\$3,000) and acoustical ceiling tiles (\$3,100).
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be paid for from the administration fees currently being collected by the court.
Legal:	
Associated Information:	

Courtroom Construction



Court Renovation Legend (Not including Command Staff wing or sally port area)

Refer to numbered callouts on drawings:

1. Remove Stalls, Plumbing, and Cabinetry from Current men's bathroom.
2. Add floor electrical receptacle (extend data drop to this point as well)
3. Add floor electrical receptacle (extend data drop to this point as well)
4. Add electrical (2 gang) Receptacle to bench (also conduit for data or reuse data drops)
- 4A. Add electrical (2 gang) Receptacle to Bench (also conduit for data or reuse data drops)
- 4B. Add electrical (2 gang) Receptacle to Bench (also conduit for data or reuse data drops)
- 4C. Add electrical (2 gang) Receptacle to Bench (also conduit for data or reuse data drops)
5. Add Electrical receptacle and HDMI outlet at 65" from floor (HDMI should go from callout 5 to callout 4) (Wall needs reinforcement for mounting 100 lb. TV at callout 5)
6. New Door- Emergency Escape
7. New Door- Secured, regular traffic
8. Shelf/Countertop for signature pad with surface 42" off floor (build on front of bench) approximately 24" wide by 12" deep.
9. Extend Bench by 7 feet. Elevate entire bench by 1 foot (2 additional 6" steps for access)

*Remove Red items on Court Demolition Drawing

*Existing Data drops from offices being removed may be usable if length is long enough for items 2, 3, 4A, 4B, 4C.

*Railings will have to be relocated and possibly extended/adjusted

*Flooring may need to be addressed

Earl Hightower Construction

City of Cartersville proposal:

To: Tom Rhinehart

Re: Court renovation

Scope of work:

- 1: Remove stalls plumbing and cabinetry from men's bathroom.
- 2: Demo Chair rail baseboard and repair drywall in courtroom.
- 3: Patch and repair ceilings.
- 4: Construct a 18" high x 7' x 20' platform.
- 5: Furnish and install new 3'0 x 6'8 secure metal door with metal frame with emergency hardware.
- 6: Furnish and install new 3'0" x 6'8" secure metal door with metal frame.
- 7: Furnish and install Formica shelf/countertop 24"x12" 42" high.
- 8: Repair existing acoustical ceiling and match as well as possible.
- 9: Furnish and install carpet tiles for all areas.
- 10: Prep and paint all walls and doors in work areas with 2 coats eggshell paint.

Electrical:

- A: Replace existing broken fixture in future storage with new 2 bulb wrap fixture.
- B: Furnish and install 2 floor receptacles and 2 data boxes and conduit in table (courtroom) area.
- C: Furnish and install 4 Quad receptacles and 4 data boxes with conduit in raised bench area.
- D: Furnish and install receptacle and box with conduit and bracket for TV.
- E: Furnish and install emergency exit signs with emergency exit combination lights.
- F: Furnish and install 2 new emergency lights.
- G: Relocate 15 existing 2'x4' fluorescent lights.
- H: Furnish and install (2) 3 way light switches for courtroom ceiling lights.

I: Remove small wall on east side of reception area and repair drywall and paint.

Total proposal amount for this scope of work: \$27,800.00

Options 1: Replace all fluorescent fixtures with “parabolic” fixtures add \$3000.00

Option 2: Replace all acoustical ceiling tile and track with new materials in courtroom add \$3100.00

Demo of drive under area

Scope of work:

1: Demo and remove all debris from area.

2: Disconnect and secure all electrical components in demo area.

3: Repair all cornice after removal of shed roof.

*note: compressor on roof of shed will need to be addressed.

* No concrete repair or parking striping included in proposal.

Total proposal cost for demo area is \$14,500.00

Thank you for this opportunity.

Earl Hightower



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Vehicle Purchases

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The Water, Sewer and Gas departments are in need of purchasing replacement vehicles for some of their existing fleet. The list is as follows: 1. Water and Sewer Dept. – two half ton extended cab pick-up trucks, a half ton crew cab, and an SUV 2. Gas Dept. – a half ton regular cab pick-up truck. The vehicles that these departments will be replacing are older models and have had many repairs in the last couple of years. Bids for the replacement vehicles were placed on the city's web site and we received bids back from six vendors. Courtesy Ford was eliminated from the process because their E-Verify forms were not completed. The departments reviewed the bids to make sure they met the specifications. After reviewing the bids, the department heads and I discussed how to award the bids. We looked at the individual vehicle prices and then we looked at the total overall prices for all vehicles. The lowest total overall price for all five vehicles was from Wade Ford in the amount of \$119,934. This was \$186 less than the next lowest total overall bid. It was also felt that instead of buying two vehicles from one vendor, two vehicles from another vendor, and the remaining vehicle from a third vendor, it was in the city's best interest for all five vehicles to be purchased from the same vendor. Based on the total overall cost, it was decided that the bid would be awarded to Wade Ford in the amount of \$119,934.00. All E-Verify documentation is in hand. I recommend that the five vehicles be purchased from Wade Ford in the amount of \$119,934.00.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	These purchases are budgeted and will be charged to the capital line "Vehicles" for each department.
Legal:	
Associated Information:	E-verify documents are part of the contract and are attached

CITY OF CARTERSVILLE
SUMMARY OF VEHICLE BIDS - April 11, 2013

TOTAL PER UNIT COST OF VEHICLE

	Family Ford	Carl Gregory Dodge	Allan Vigil Ford	Wade Ford	Brooker Ford	Courtesy Ford	
Gas Department							
1/2 Ton Pick Up Truck	17,073.00		17,081.60	16,358.00	16,282.00	16,903.60	
Water Dept.							
SUV	26,493.00	25,693.00	26,584.50	26,349.00	25,883.00	26,139.50	
1/2 Ton Extended Cab Pick Up Truck	25,451.00		24,712.60	25,079.00	24,882.00	24,533.60	
1/2 Ton Extended Cab Pick Up Truck	25,451.00		24,712.60	25,079.00	24,882.00	24,533.60	
1/2 Ton Crew Cab Pick Up Truck	27,995.00		27,256.60	27,069.00	28,191.00	26,877.60	
Alternate 1/2 Ton Extended Cab							
Total of all vehicle purchases	122,463.00	25,693.00	120,347.90	119,934.00	120,120.00	118,987.90	0.00

Courtesy Ford was thrown out due to E-verify documentation not being complete-EEV Basic Pilot Program ID User ID # missing

All bids received are for 2013 vehicles

The 6 Cylinder SUV specked out is not available in the Flex Fuel engine

Highlighted numbers indicate lowest bid price meetings specks and correct paper work

Have some reservations regarding the Dodge SUV

Delivery dates range from 6 weeks to 12 weeks

Contact: Michael Hill 770-387-5642

1/2 Ton Pickup Truck

Model Year: 2013

Quantity: 1

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise

noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications

are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made

in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a

cause for rejection of bid.

Gas Dept. - 1/2 Ton Pickup Truck	<u>Meets Specifications</u>		COMMENTS
	YES	NO	
1/2 Ton- Pickup /Fleetside (Example: F-150, C-1500, etc.) w/ two wheel rear drive	✓		
V-6 Flex Fuel Engine	✓		
Automatic Transmission	✓		
Power Steering	✓		
Disc Brakes	✓		
Rear Step Bumper	✓		
Factory Air Conditioning	✓		
Trailer Tow pkg. w/ Class IV Receiver Hitch	✓		
Lighter receptacle w/add. 12 volt port	✓		
AM/FM Radio	✓		
Interior- Vinyl, grey	✓		
Exterior Color - White	✓		
Rubber Floor Mat - No carpet	✓		
All terrain radial tires	✓		
Spray on bedliner (Rhino or equivalent)	✓		
Tire Jack and tools	✓		
Full size spare tire	✓		
3 Sets of Keys	✓		

Total Per Unit Price

\$ 16,358⁰⁰

Anticipated number of weeks until delivery (after approval): EST 10-12 wks

List additional options or other pertinent information.

Item # 12

Bid Submitted By: Vendor

Contact Person

Telephone Number

WADE FORD INC

JACK GASTLAND

(678) 385-3452

Item # 12

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or

information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

J. EASTLAND WADE FORD INC
Name of Individual, Partner, Company
or Corporation

SALES 3860 SOUTH COBB DR
Title Address

 SMYRNA, GA 30080
Authorized Signature City, State, and Zip Code

(678) 385-3452
Company Phone Number

Item # 12

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

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

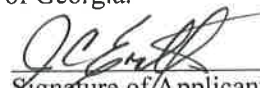
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

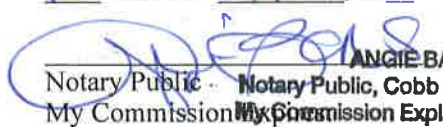

Signature of Applicant: 4-10-13 Date

JACK EASTLAND
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10 DAY OF APR, 2013

*
Alien Registration number for non-citizens


Notary Public, **ANGIE BANKS**
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

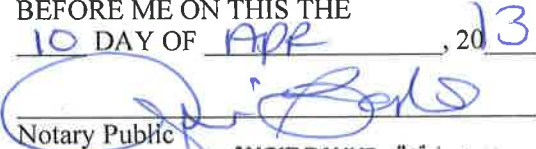
314470
EEV/Basic Pilot Program* User Identification Number

JACK EASTLAND
BY: Authorized Officer or Agent
(Contractor Name)

4-10-13
Date

GOV'T SALES
Title of Authorized Officer or Agent of Contractor

JACK EASTLAND
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
10 DAY OF APR, 2013

Notary Public
My Commission Expires: ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

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

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **August, 23, 2012 at 3:30 p.m.** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

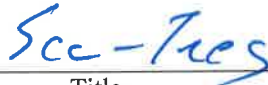
If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:



Name



Title

Name

Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of

Item # 12

Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

WADE FORD
Bidder

Signature
GOV'T SALES
Title

Item # 12

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

WADE FOLD INC
Firm Name


Signature

CON'T SALES
Title

Subscribed and sworn to before me this 10 day of Apr 2013


Notary Public **ANGIE BANKS**
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

CITY OF CARTERSVILLE
DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

WADE FORD INC
Bidder


Authorized Signature

JACK EASTLAND
Printed Name

GOV'T SALES
Title

4-10-2013
Date

Item # 12

Contact: Bob Jones 770-607-1148

1/2 Ton 4WD Crew Cab Pickup Truck

Quantity:

1

Model Year: 2013 or 2014

Specify Year: _____

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted).

Bidders are to indicate in the "**Meets or Exceeds Specifications**" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Water Dept. - 1/2 Ton Crew Cab Pickup Truck 4 Wheel Drive	<u>Meets Specifications</u>		COMMENTS
	YES	NO	
1/2 Ton- 4X4 Pickup Crew Cab Fleetside	✓		
Wheelbase less than 155"	✓		
5.5 foot bed	✓		
Minimum 8 cylinder Flex Fuel engine	✓		
Automatic Transmission with 6 speed/overdrive	✓		
Power Steering	✓		
Power Disc Brakes	✓		
Rear Step Bumper	✓		
Factory Air Conditioning	✓		
Power Windows / Locks / Gauge Package	✓		
Cig. Lighter w/add. 12v ports	✓		
AM/FM/CD Radio w/ AUX input jack	✓		
HD Cloth Seats with Center Console	✓		
Intermittent Wipers	✓		
Electric Dual Side Mirrors	✓		
Interior Color - Grey	✓		
Exterior Color - metallic dark gray	✓		
Color Coordinated Carpet and Rubber Floor Mats	✓		

Item # 12

All Terrain BSW Tires	✓		OWN
Bluetooth Handsfree Phone System	✓		
Tire Jack and tools	✓		
Full size spare tire	✓		
Towing Package with receiver hitch and 4/7 pin connection	✓		
Limited Slip Axle	✓		
Tow Hooks	✓		
Skid Plates	✓		
Spray on bedliner	✓		
Cargo Light	✓		
Aluminum wheels	✓		
Running boards	✓		
3 sets Keys	✓		

Total Per Unit Price

\$ 27,069⁰⁰

Anticipated number of weeks until delivery (after approval): EST 10-12 WKS

List additional options or other pertinent information. _____

Bid Submitted By: Vendor

WADE FORD INC

Contact Person

JACK EASTLAND

Telephone Number

(678) 325-3452

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the

Item # 12

discretion of the City of Cartersville.

L. EASTLAND WADE FRED INC
Name of Individual, Partner, Company
or Corporation

GOV'T SALES 3860 SOUTH COBB DL
Title Address

 SMYRNA, GA 30080
Authorized Signature City, State, and Zip Code

(478) 385-3452
Company Phone Number

Item # 12

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

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

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

WADE FORD INC
[Name of business, corporation, partnership]

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

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

[Signature] 4-10-13
Signature of Applicant: Date

JACK EASTLAND
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
10 DAY OF APR, 2013

* _____
Alien Registration number for non-citizens

[Signature]
Notary Public
My Commission Expires: ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

314-470
EEV/Basic Pilot Program* User Identification Number

BY: JC Eastland
Authorized Officer or Agent
(Contractor Name)

4-10-13
Date

GOV'T SALES
Title of Authorized Officer or Agent of Contractor

JACK EASTLAND
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10 DAY OF APR, 20 13

ANGIE BANKS
Notary Public
My Commission Expires Jan. 13, 2015

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

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **August**,

23, 2012 at 3:30 p.m. but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:



Name



Title

Name

Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent

to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

WADE FORD INC
Bidder


Signature

GOV'T SALES
Title

Item # 12

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

WADE FORD INC
Firm Name

JC Ford
Signature

GOV'T SALES
Title

Subscribed and sworn to before me this 10 day of APR 2013.

Angie Banks
Notary Public
ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2018

**CITY OF CARTERSVILLE
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful

manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

WADE FORD INC
Bidder


Authorized Signature

JACK EASTLAND
Printed Name

CREDIT SALES
Title

4-10-2013
Date

Item # 12

Contact: Bob Jones 770-607-1148

1/2 Ton 4WD Extended Cab Pickup Truck

Model Year: 2013 or 2014

Quantity: 2

Specify Year: 2013

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted).

Bidders are to indicate in the "**Meets or Exceeds Specifications**" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Water Dept. - 1/2 Ton 4 Wheel Drive Extended Cab Pickup Truck	<u>Meets Specifications</u>		COMMENTS
	<u>YES</u>	<u>NO</u>	
1/2 Ton- 4X4 Pickup Extended Cab Fleetside	✓		
Flex Fuel Engine	✓		
Wheelbase less than 155"	✓		
Minimum 6 foot bed	✓		
Minimum 8 cylinder Flex Fuel engine	✓		
Automatic Transmission with 6 speed/overdrive	✓		
Power Steering	✓		
Power Disc Brakes	✓		
Rear Step Bumper	✓		
Factory Air Conditioning	✓		
Power Windows / Locks / Gauge Package	✓		
Cig. Lighter w/add. 12v ports	✓		
AM/FM/CD Radio w/ AUX input jack	✓		
HD Cloth Seats with Center Console	✓		
Intermittent Wipers	✓		
Electric Dual Side Mirrors	✓		
Interior Color - Grey	✓		
Exterior Color - White	✓		
Full Coverage Rubber Floor Mat	✓		

Item # 12

All Terrain BSW Tires			AT WOL
Tire Jack and tools	✓		
Full size spare tire	✓		
Bluetooth Handsfree Phone System	✓		
Towing Package with receiver hitch and 4/7 pin connection	✓		
Limited Slip Axle	✓		
Tow Hooks	✓		
Skid Plates	✓		
Spray on bedliner	✓		
Cargo Light	✓		
Aluminum wheels	✓		
3 sets Keys	✓		

Total Per Unit Price 25,079⁰⁰

Anticipated number of weeks until delivery (after approval): EST 10-12 WKS

List additional options or other pertinent information.

Bid Submitted By: Vendor

Contact Person

Telephone Number

WADE FORD INC

NACK EASTLAND

(678) 385-3452

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

Item # 12

Name of Individual, Partner, or Corporation WADE FORD INC
Company
GOV'T SALES 3860 S. COBB DR
Title Address
 SMYRNA, GA 30080
Authorized Signature City, State, and Zip Code

Company Phone Number

Item # 12

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

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

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

WADK FOLD INC
[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

[Signature] 4-10-13
Signature of Applicant: Date

JACK EASTLAND
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10 DAY OF 4, 2013

* _____
Alien Registration number for non-citizens

[Signature]
Notary Public

ANGIE BANKS
My Commission Expires Jan. 13, 2015
Notary Public, Cobb County, Georgia

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

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

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

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

314 470
EEV/Basic Pilot Program* User Identification Number

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

4-10-13
Date

GOV'T SALES
Title of Authorized Officer or Agent of Contractor

JACK EASTLAND
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10 DAY OF 4, 2013

[Signature]
Notary Public
My Commission Expires Jan. 13, 2015
ANGIE BANKS
Notary Public, Cobb County, Georgia

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

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **August, 23, 2012 at 3:30 p.m.** but may not be withdrawn after such date and time.

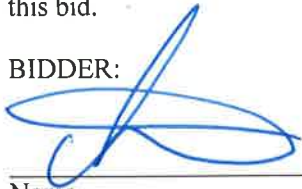
That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

 Sec-Treas
Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

WADE FORD INC
Bidder


Signature

GMV'T SALES
Title

Item # 12

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

WADE FOODS INC
Firm Name

[Signature]
Signature

GOVT SALES
Title

Subscribed and sworn to before me this 10 day of 4 2013

[Signature]
Notary Public
ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

CITY OF CARTERSVILLE
DRUG-FREE WORKPLACE CERTIFICATE

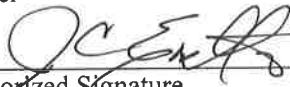
By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana

during the performance of the contract.

WADE FORD INC
Bidder


Authorized Signature

JACK EASTLAND
Printed Name

GOV'T SALES
Title

1-10-2013
Date

Item # 12

SUV

Quantity: 1

Model Year 2013 or 2014

Specify Year: _____

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Water Dept. - SUV	Meets Specifications		COMMENTS	Item # 12
	YES	NO		
SUV - 4 door-Min wheel base 116"	Y			
Rear cargo area without fold down seats	Y			
Seating for 5 passengers	Y			
V6 Flex Fuel Engine		N	V-8	
Tinted rear windows	Y			
Automatic 2WD Transmission	Y			
Power Steering	Y			
Power Brakes	Y			
AM/FM/CD Stereo/Bluetooth	Y			
Min. 17" All Season Tires/ Alum Wheels	Y			
Cloth Seats	Y			
Floor Mats; Front & rear	Y			
Exterior Color - White	Y			
AC/ Heat	Y			
Power Locks and Windows	Y			
Tilt Steering Wheel	Y			
DC Power Source Front and Rear	Y			
Interior Gray	Y			
3 Sets of Keys	Y			

Total Per Unit Price

\$ 26,349.00

Anticipated number of weeks until delivery (after approval): _____

List additional options or other pertinent information.

Bid Submitted By: Vendor

WADE FORD INC

Contact Person

JACK EASTLAND

Telephone Number

(678) 385-3452

Item # 12

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

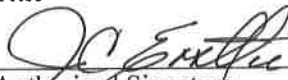
The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

J. EASTLAND
Name of Individual, Partner,
or Corporation

WADE FORD INC
Company

GOV'T SALES
Title

3860 S. COBB DR
Address


Authorized Signature

SMYRNA, GA 30080
City, State, and Zip Code

(678) 385-3452
Company Phone Number

Item # 12

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

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

JACK EASTLAND

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

WADE FORD INC
[Name of business, corporation, partnership]

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

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

[Signature] 4-10-13
Signature of Applicant: Date

JACK EASTLAND
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10 DAY OF 4, 2013

* _____
Alien Registration number for non-citizens

[Signature]
Notary Public

My Commission Expires:

ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

314470
EEV/Basic Pilot Program* User Identification Number

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

4-10-2013
Date

GOV'T SALES
Title of Authorized Officer or Agent of Contractor

JACK EASTLAND
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10 DAY OF 4, 2013

[Signature]
Notary Public
My Commission Expires
ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

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

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **August, 23, 2012 at 3:30 p.m.** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:



Name

Sec-Treas

Title

Name

Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

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WADE FORD INC
Bidder

Signature
GOV'T SALES
Title

Item # 12

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF GEORGIA

COUNTY OF COBB

Owner, Partner or Officer of Firm

Company Name, Address, City and State

WADE FORD INC
3860 SOUTH COBB DR
SMYRNA, GA 30080

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

WADE FORD INC
Firm Name


Signature

GOV'T SALES
Title

Subscribed and sworn to before me this 10 day of 4 2013


Notary Public

ANGIE BANKS
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 13, 2015

CITY OF CARTERSVILLE
DRUG-FREE WORKPLACE CERTIFICATE

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during the performance of the contract.

WADE FORD INC
Bidder


Authorized Signature

WADE FORD INC
Printed Name

GOV'T SALES
Title

4-16-2013
Date

Item # 12



City of Cartersville

City Council Meeting
5/2/2013 7:00:00 PM
Surplus Equipment

SubCategory:	Surplus Equipment
Department Name:	Finance
Department Summary Recommendation:	Attached is a list of equipment that needs to be declared as surplus. Once it has been declared surplus, the items will be advertised on GovDeals.com or disposed of as scrap metal.
City Manager's Remarks:	Your declaring these items as surplus is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

<i>Asset number</i>	<i>VIN Number</i>	<i>Model</i>		
129	1FTPF17W4YNB10005	F150	2WD	
503	1FTRF18W2XNB42156	F150	4WD	
707	1FMDW32X4XZB23920	EXPLORER	2WD	
840	1FDWF70HXXHVA18779	F700		
877	1G8ED18J3EF190551	BLAZER	4WD	
724	1FTEF15N2SNB27577	F150	2WD	
876	1GCHD34JXEF366614	CUSTOM	4WD	
709	1FTYR10UX1PB42835	RANGER	2WD	
2108	1FALP57V1VA316075	TAURUS		
6082	1BGJC34KXLEZ13431	CHEVY 3/4 TON	2 WD	
125	NA45854	F150	2WD	
2 pallets of computer equipment				