



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 – 11/1/2012
Work Session – 6:00 PM

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. October 18, 2012 (Page 3-15)

[Attachments](#)

B. Second Reading of Ordinances

1. Amendment to Animal Control Ordinance (Page 16-53)

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2. Amendment to Electric Rate Ordinance (revised) (Page 54-85)

[Attachments](#)

3. Amendment to Budget Ordinance for Fiscal Year 2011-12 (Page 86-90)

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C. Public Hearing

1. Approval of Capital Improvements Element Annual Update and Corresponding Transmittal Resolution (Page 91-111)

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D. Resolutions

1. Metropolitan Planning Organization (MPO) for Transportation Planning Purposes (Page

112-114)

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E. Contracts/Agreements

1. Purchase of 149 Etowah Drive (Page 115)

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2. Purchase of 22 and 24 Martin Luther King, Jr. Drive (Page 116)

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F. Bid Award/Purchases

1. A New Dimension Graphic Design and Printing for Annual Calendar (Page 117-120)

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2. Meter Reading Handheld Units (Page 121-126)

[Attachments](#)



City of Cartersville

City Council Meeting
11/1/2012 7:00:00 PM
October 18, 2012

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 are recommended for approval by staff.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square

6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Pruitt

Pledge of Allegiance led by Mayor Santini

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; 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. Jayce Stepp, Council Member Ward Two was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. October 4, 2012

A motion to approve the October 4, 2012 City Council Meeting minutes as presented was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

B. Proclamations

1. Red Ribbon Week Sponsored by Metro Atlanta Young Marines (This item was set aside for a future meeting.)

C. First Reading of Ordinances

1. Amendment to Animal Control Ordinance

Tommy Culpepper, Chief of Police stated that in an effort to improve the quality of life for the citizens of Cartersville he is recommending that this Animal Control Ordinance be enacted. This ordinance provides for clear and specific guidance on animal control issues, with particular attention to defining aggressive and/or vicious animals. The ordinance also provides for owner responsibility of any such animal(s) as well as remedies and enforcement of problems. Chief Culpepper stated that this ordinance provides for greater guidance to Animal Control and Law Enforcement than the current ordinance and recommended approval.

NO ACTION REQUIRED

(Ordinance on file at the City Clerk's Office)

2. Amendment to Electric Rate Ordinance

David Myers, Electric Department Superintendent stated that these rates are based on a settlement with large industrial customers. These rates replace a portion of costs from the Power Cost Adjustment with a Nuclear Construction Charge and an Environmental Compliance Charge (both applied by percentage of billed amount). If approved, the outdoor lighting rates will take effect November 20, 2012 while the metered consumption rates will take effect February 19, 2013 due to billing system programming. Mr. Myers stated that the charges are summarized in the following table.

Rate 2011	Current ¢/kWh	COS Proposed			Settlement		
		¢/kWh	Change	Incr./yr.	¢/kWh	Change	Incr./yr.
Residential	10.43	10.84	4.0%	\$52	11.20	7.4%	\$96
Small General Service	15.35	15.97	4.0%	\$74	16.81	9.5%	\$175
City Government	9.76	9.94	1.9%	\$220	10.40	6.6%	\$781
Small Power	10.94	10.65	-2.6%	-\$285	11.65	6.6%	\$725
Medium Power	8.91	8.50	-4.7%	-\$4,764	9.05	1.5%	\$1,533
Large Power	7.00	7.51	7.3%	\$42,473	7.24	3.4%	\$19,896
Extra Large Power	5.99	6.37	6.3%	\$279,543	6.13	2.3%	\$101,091
Economic Dev.	6.00	6.98	16.3%	\$39,898	6.96	16.0%	\$39,036

NO ACTION REQUIRED

(Ordinances on file at the City Clerk's Office)

3. Amendment to Budget Ordinance for Fiscal Year 2011-12

Tom Rhinehart, Finance Director stated that after completion of the Fiscal Year 2011-12 close, the general fund and special revenue fund budgets need to be amended. By amending these budgets, the city's general fund and special revenue funds will be in compliance with Generally Accepted Accounting Principles (GAAP). These adjustments reflect the necessary changes needed to keep the budgets of these funds at a zero based level (revenues equal expenses) for the fiscal year. Mr. Rhinehart recommended approval.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA that the Annual Budget of the City of Cartersville for the fiscal year 2011-2012 be amended as follows:

2011 - 2012 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$43,053,130.00	
Expenditures:		
Legislative		\$19,807,600.00
Administration		\$ 982,820.00
Finance Dept.		\$ 1,037,500.00
City Clerk Dept.		\$ 681,235.00
Police		\$ 5,132,655.00
Fire		\$ 5,922,735.00
Public Works		\$ 2,633,825.00
Recreation		\$ 3,041,200.00
Planning & Development		\$ 813,560.00

Special Revenue Funds

Police Forfeiture Assets – Federal Funds

<u>Revenues</u>		
210-2110-36-1001	Interest Income	\$1,000.00
210-2110-35-1300	Confiscated/Forfeited Funds – Federal	\$312,425.00
	Prior Years Carryover	\$1,000,000.00

<u>Expenditures</u>		
210-2110-53-1122	Computer Equipment	\$8,245.00
210-2110-53-1172	DEA Expenses (Federal)	\$75,270.00
210-2110-53-1110	Office Equipment & Supplies	\$4,330.00
210-2110-53-1112	Minor Office Equipment	\$430.00
210-2110-52-3210	Communications – Phones & Internet	\$46,870.00
210-2110-52-3532	Employee Education-Highlands College	\$40 .00
210-2110-52-3531	Employee Training	\$2,740.00
210-2110-54-2201	Vehicles	\$175,500.00
	Transfer to SPLOST 2007 Fund	\$1,000,000.00

Police Forfeiture Assets – State Funds

<u>Revenues</u>		
211-2120-35-1300	State Forfeitures	\$3,000.00

Expenditures

211-2120-53-1172	State Expenses	\$3,000.00
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Grant Funds**Revenues**

340-9200-39-1025	Transfer from General Fund	\$1,200.00
340-9200-33-4350	GDOT Grant-South Hangar Paving	\$14,275.00
340-9200-33-4413	Supplemental Disaster Recovery Grant	\$317,785.00
340-9200-33-4444	DNR Grant-Pettit Creek Trail Phase II	\$123,325.00
340-9200-33-4445	Energy Efficiency Grant	\$288,740.00

Expenditures

340-9200-54-1307	Pettit Creek Trail – Phase II	\$123,325.00
340-9200-54-2316	Supplemental Disaster Recovery Grant	\$317,785.00
340-9200-54-2318	Energy Efficiency Grant	\$288,735.00
340-9200-54-2323	Blue Trail Canoe/Kayak Launch	\$15,480.00

Development Agreement**Revenues**

270-2410-37-1000	Public Safety Development Agreement	\$2,500.00
270-5110-37-1000	Recreation Development Agreement	\$2,500.00

Expenditures

270-2410-52-1316	Public Safety Development Fee Expense	\$2,500.00
270-5110-52-1316	Development Agreement-Recreation Exp	\$2,500.00

Impact Fees**Revenues**

Prior Year Carryover-Library	\$29,395.00
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Expenditures

271-6120-57-1020	Impact Fee Exp-Library	\$29,395.00
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Hotel/Motel Tax**Revenues**

275-1140-31-4100	Hotel – Motel Tax	\$420,025.00
275-1140-31-4110	Hotel/Motel Tax Penalties	\$140.00

Expenditures

275-1140-61-1100	Transfer Out to General Fund	\$175,035.00
275-1140-57-1060	Cartersville-Bartow Tourism Council	\$245,130.00

Motor Vehicle Rental Tax**Revenues**

280-1150-31-4400	Motor Vehicle Rental Tax	\$49,585.00
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Expenses

280-1150-57-1070	Downtown Development Authority	\$29,585.00
280-1150-52-1303	Prof Services-Econ Dev Sal & Benefits	\$20,000.00

SPLOST 2003**Revenues**

321-9100-33-7110	GA DOT Reimbursement	\$200,000.00
321-9100-36-1011	Interest-2003 SPLOST Bank Account	\$ 1,300.00
321-9100-36-1022	Interest-1st Union Investments	\$61,330.00
	Prior Year Carryover	\$1,825,370.00

Expenditures

321-9100-54-1601	Douthit Multi-Lane	\$202,000.00
321-9100-54-1603	Main Street Gateway	\$1,082,000.00
321-9100-54-1604	Street Milling and Resurfacing	\$245,000.00
321-9100-54-1608	Storm Water	\$45,000.00
321-9100-54-1612	GIS Installation	\$8,400.00
321-9100-54-1615	Misc Intersections	\$195,000.00
321-9100-54-1620	West Ave Intersection Improvements	\$2,600.00
321-9100-54-1621	Main St to Center Rd-16" Water Main	\$308,000.00

SPLOST 2007**Revenues**

322-9300-36-1010	Interest Income	\$36,710.00
322-9300-33-7100	SPLOST 2007 Revenue	\$4,000,000.00
322-9300-39-3708	Revenue Bond Proceeds	\$3,807,090.00
	Transfer from DEA Fund	\$1,000,000.00

Expenditures

322-9300-54-1604	Street Milling & Resurfacing	\$31,000.00
322-9300-54-1607	New Bridge-Nancy Creek & Sugar Valley	\$3,000.00
322-9300-54-1608	Sugar Valley & Burnt Hickory Rd	\$12,000.00
322-9300-54-1613	Industrial Park Road Improvements	\$571,000.00
322-9300-54-1614	Utility Relocate/Improvement-Gas	\$31,000.00
322-9300-54-1616	Utility Relocate/Improvement-Water/Sewer	\$24,300.00
322-9300-54-1621	Public Wks New Equipment Barn	\$2,500.00
322-9300-54-1627	Police/Fire Joint Station	\$7,153,000.00
322-9300-54-1630	Fire Station #2-MLK Drive	\$1,016,000.00

Cartersville Building Authority**Revenues**

325-9500-37-1107	Contributed Capital-Bartow County	\$256,825.00
325-9500-37-1108	Contributed Capital-City of Cartersville	\$335,815.00
325-9500-37-1109	Contributed Capital-Other	\$555,485.00
325-9500-36-4198	Interest Revenue	\$65.00

Expenditures

325-9500-58-1111	CBA 2004 Bond Principal Expense	\$475,000.00
325-9500-58-1112	CBA 2008 Bond Principal Expense	\$185,000.00
325-9500-58-1137	Bond Interest Expense 2004 Issue	\$296,065.00
325-9500-58-1138	Bond Interest Expense 2008 Issue	\$166,365.00
325-9500-58-1139	Bond Interest Expense 2012 Issue	\$6,010.00
325-9500-56-2003	Issue Cost Amortization	\$18,020.00
325-9500-58-1140	Amortization of Loss Expense	\$1,730.00

SPECIAL REVENUE FUNDS BUDGET - \$14,645,885.00

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 18th day of October 2012.

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. Intergovernmental Agreement with Bartow County Regarding Excise Tax

Sam Grove, City Manager stated that an agreement with Bartow County is required if the City of Cartersville is to receive any of the 2% Excise Tax that the County Commissioner put in place last week. The tax will be collected starting in 2013 and without the agreement the City's 20% share would be distributed to the County and all other cities within the County.

A motion to approve the Intergovernmental Agreement with Bartow County and Resolution No. 16-12 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

Resolution No. 16-12

RESOLUTION APPROVING ENERGY EXCISE TAX

**INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON
BEHALF OF THE CITY OF CARTERSVILLE**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CARTERSVILLE, GEORGIA APPROVING AND AUTHORIZING EXECUTION, BY THE COMMISSIONER, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CARTERSVILLE AND BARTOW COUNTY AND CERTAIN MUNICIPALITIES OF BARTOW COUNTY CONCERNING AN ENERGY EXCISE TAX ENACTED PURSUANT TO O.C.G.A. § 48-13-110 *ET SEQ.*; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, the County is authorized pursuant to O.C.G.A. § 48-13-110 *et seq.*, (the “Energy Excise Tax Act”) to levy and collect an excise tax on the sale, use, storage, or consumption of energy (“Energy Excise Tax”) when such sale, use, storage, or consumption would have constituted a taxable event for purposes of the sales and use tax under O.C.G.A. § 48-8-1 *et seq.*, but for the exemption in O.C.G.A. § 48-8-3.2; and

WHEREAS, pursuant to O.C.G.A. § 48-13-113, the County and the municipalities of the County have met together and conferred to discuss whether or not the Energy Excise Tax should be levied within the special district within Bartow County; and

WHEREAS, pursuant to O.C.G.A. § 48-13-114, the County and the Participating Municipalities have determined that an Energy Excise Tax should be levied;

WHEREAS, O.C.G.A. § 48-13-114(a)(1) requires the County and the Participating Municipalities within the County to execute an intergovernmental agreement which provides for the distribution of proceeds in accordance with O.C.G.A. § 48-13-114(c) prior to the adoption of an ordinance by the County levying and imposing the Energy Excise Tax;

WHEREAS, on October 10, 2012, the County adopted a Resolution and approved the intergovernmental agreement;

WHEREAS, pursuant to O.C.G.A. 48-13-110 *et seq.*, once the County approves the energy excise tax it will be collected within a municipalities jurisdiction, whether or not the municipality enacts the energy excise tax; and

WHEREAS, pursuant to O.C.G.A. 48-13-114 if a municipality fails to participate in the intergovernmental agreement, then the tax collected within its jurisdiction is paid to the County, not the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY OF CARTERSVILLE, GEORGIA as follows:

SECTION 1

The attached intergovernmental agreement addressing the imposition, levy, collection, administration, allocation, and distribution of proceeds of the Energy Excise Tax between Bartow County and the City of Cartersville, City of Adairsville, the City of Emerson, the City of Euahlee, the City of Kingston, and the City of White, is hereby approved.

SECTION2

The Mayor and City Clerk are authorized to execute such intergovernmental agreement on behalf of the City of Cartersville and affix the seal of the City of Cartersville thereto.

SECTION 3

All resolutions or parts of resolutions in conflict herewith are repealed.

ADOPTED this the 18th day of October 2012.

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

ATTEST:

**/s/ Connie Keeling
Connie Keeling
City Clerk**

E. Engineering Services

1. Wiedeman and Singleton, Inc. for design on filters at Water Treatment Plant

Ed Mullinax, Water Department Assistant Superintendent stated that the Water Treatment Plant has three filters that need to have new under drain systems installed with an air/water scour system. Wiedeman and Singleton, Inc. designed the filters in the water plant in 1974 and they had asked them for pricing to rework these filters. Mr. Mullinax stated the cost for the design portion of this project is \$58,260.00 and recommended approval.

A motion to approve the engineering services by Wiedeman and Singleton, Inc. was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

F. Contracts/Agreements

1. Purchase of 135 Etowah Drive

Tom Quist, Assistant to the City Manager stated that this is one of three properties that the city has been planning to purchase through the Pre-Disaster Mitigation Grant Program.

Sheryl Pealor, the owner of 135 Etowah Drive has agreed to sell the property to the City for fair market value, determined to be \$90,700.00. Mr. Quist recommended approval to purchase the property and pay all reasonable closing costs (estimated to be below \$1,500.00). The grant program will cover 75% of the total expense and the property will be demolished and left in a “natural” flood plain state.

A motion to approve the purchase of 135 Etowah Drive was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

2. ActiveNet Software for Parks and Recreation Department

Greg Anderson, Parks and Recreation Superintendent stated that the current software used by the Parks and Recreation Department will no longer be supported after October 2013. CPRD staff have evaluated seven different companies and have found that ActiveNet Software is the most feasible to the city and the park and program patrons. Staff training in the amount of \$4,510.00 was approved in the 2011-12 fiscal year budget, pending software agreement. Mr. Anderson stated that this consists of three – one-year agreements and recommended approval.

A motion to approve agreement with ActiveNet Software was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

3. UHC Medicare Advantage Insurance Renewal

Dan Porta, Assistant City Manager stated that the city retirees over the age of 65 or disabled are covered under a Medicare Advantage product from United Healthcare (UHC). City retirees have been covered through UHC Medicare Advantage for a few years and are pleased with this insurance product. The overall insurance premiums will decrease slightly and the amount paid by the city retirees will remain the same for 2013 and Mr. Porta recommended approval.

A motion to approve the renewal of UHC Medicare Advantage Insurance was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

G. Bid Award/Purchases

1. Window Treatments for Public Safety Headquarters

Dan Porta, Assistant City Manager stated that bids were solicited for window treatments for the new Public Safety Headquarters. After reviewing the bids Mr. Porta recommended approval of the bid from Made in the Shade of North Atlanta (Cartersville) in the amount of \$16,375.00 for blinds with a 25 year warranty.

A motion to approve the purchase from Made in the Shade of North Atlanta was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

2. Fiber Installation by Parker Systems, LLC

Dan Porta, Assistant City Manager stated that staff has secured a three year fiber lease agreement with Komatsu for fiber services that will bring in \$2,500.00 per month in revenue. In order to serve Komatsu, fiber optic cable had to be installed at a cost of \$25,383.80. Mr. Porta stated that this is just over a ten month payback for this new customer and recommended approval.

A motion to approve the fiber installation by Parker Systems LLC was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

3. SiteMed Annual Medical Clearance Physicals

Scott Carter, Fire Chief stated that this is the annual contract for the Firefighter Medical Clearance physicals in accordance to the National Fire Protection Standard 1582 (NFPA) and OSHA 1910.156. These physicals will be conducted on-site at the Cartersville Fire Department and are a required component of the health and safety program. Total cost for the basic screening will be \$20,540.00. Chief Carter stated that there is additional specialize testing that must occur on all haz-mat team members for an amount not to exceed \$22,000.00 and if approved testing will begin on November 6, 2012.

A motion to approve the agreement with SiteMed at an amount not to exceed \$22,000.00 was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

4. Repairs to 2008 Mack Garbage Truck

Sam Grove, City Manager stated that recently the factory installed Tier III Emission Exhaust system needed to be repaired on the 2008 Mack Commercial Front Loader Garbage Truck. The nearest factory authorized Mack dealership is Nextran Truck Center in Kennesaw, Georgia. The truck is the flagship commercial vehicle and has been repaired on an emergency basis at a cost of \$10,854.14. Mr. Grove recommended approval.

A motion to approve the cost of repairs from Nextran Truck Center was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

5. Bucket Truck #516 Modification for Electric Department

David Myers, Electric Department Superintendent stated that this item was briefly discussed at a prior council meeting. Bucket truck #516 is currently in the shop being rebuilt and while this unit is in the hands of the vendor several modifications are needed to bring this truck up to the specification used for new bucket trucks. The price estimated by the vendor for the modifications is \$19,097.34 and Mr. Myers recommended approval.

A motion to approve the cost for modifications to Bucket Truck #516 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

6. Attic Insulation for Electric Department Building

David Myers, Electric Department Superintendent stated that the insulation in the attic of the Electric Office Building is in need of repair and is inadequate by today's standards. In two areas plywood floors must be removed and replaced. Mr. Myers recommended approval of the bid from Hightower Construction in the amount of \$6,764.24 to add insulation to the existing and to cover the bare areas to modern standards. Mr. Myers stated that the actual price may be lower depending on the amount of plywood floor that can be reused.

A motion to approve insulation installation by Hightower Construction was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

7. Electric Transformer

David Myers, Electric Department Superintendent stated that they need to purchase a 150IVA 120/208V padmount transformer to serve the new Dunkin Donuts. Four bids were received and Mr. Myers recommended approval of the GE unit from IRBY with an initial cost of \$6,259 and the lowest total ownership cost of \$12,363.00.

A motion to approve the transformer purchase from IRBY was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

H. Added Item

1. Additional Cost to Rebuild Bucket Truck #516

David Myers, Electric Department Superintendent stated that on September 20, 2012 he presented an estimate to rebuild bucket truck #516 in the amount of \$30,805.65. Now that the truck has been disassembled the vendor Terex has notified the city of additional items in need of replacement or repair totaling \$7,539.09. Mr. Myers recommended approval of these additional repairs.

A motion to approve the additional cost for repairs by Terex was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

I. Monthly Financial Statement**1. August 2012**

Mr. Tom Rhinehart, Finance Director, presented the August 2012 monthly financial statement with comparisons from the previous year of August 2011, 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 August 2012.

After announcements a motion to adjourn the meeting was made by Council Member Tonsmeire 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
11/1/2012 7:00:00 PM
Amendment to Animal Control Ordinance

SubCategory:	Second Reading of Ordinances
Department Name:	Police
Department Summary Recommendation:	TO : Sam Grove, City Manager FROM : Thomas N. Culpepper, Chief of Police DATE : October 4, 2012 SUBJECT : Animal Control Ordinance In an effort to improve the quality of life for the citizens of Cartersville, I am recommending that the attached Animal Control Ordinance be enacted. This ordinance was drafted by the City Attorney's Office and provides for clear and specific guidance on animal control issues, with particular attention to defining aggressive and/or vicious animals. The ordinance also provides for owner responsibility of any such animal(s) as well as remedies and enforcement of problems. According to the American Humane Association: • Approximately 4.7 million dog bites each year • 800,000 required medical attention • 2/3 occur on or near the victims property • Approximately 24% of human deaths involved unrestrained dogs off their owners property • Approximately 58% of human deaths involved unrestrained dogs on their owners property • 50% of attacks involved children under 12 years of age • 82% of dog bites involved children under 15 years of age • Insurance pays nearly \$1 million in claims each year for dog bites. I believe that this ordinance provides for greater guidance to Animal Control and Law Enforcement than the current ordinance and will benefit the citizens of Cartersville. tis item is unchanged from the first reading. Your recommendation of this ordinance is requested .
	This is an item that has been discussed by Council and included in the citizen survey (the results showing support by the community). Cover Memo Item # 2

City Manager's Remarks:	This ordinance defines vicious animals by action not by breed. It sets up requirements for tracking them and attempts to control them based on behavior. This ordinance has been vetted by enforcement personnel and the City Attorney. This item is recommended for your approval.
Financial/Budget Certification:	
Legal:	Drafted by the City Attorney's office
Associated Information:	

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 5. ANIMALS. is hereby amended by deleting Chapter 5 in its entirety and replacing it as follows:

1.

ARTICLE I TITLE AND PURPOSE

Sec. 5-1 TITLE

This chapter shall be known as the "City of Cartersville Animal Control Ordinance."

Sec. 5-2 PURPOSE AND INTENT

The purpose of this chapter is to provide for the humane treatment of animals by regulating the care and control of animals within City of Cartersville; to provide for the classification of dangerous dogs and potentially dangerous dogs; to provide for the investigation of cruelty to animals; to provide for emergency procedures pertaining to sick or injured animals; to provide appropriate restrictions on the keeping of animals, including number and minimum land area; to provide standards for the care and treatment of animals; to provide for enforcement of these provisions; and to promote the public health, safety and general welfare of the citizens of City of Cartersville by restricting nuisances, and preventing unwholesome, unhealthy or unsanitary living conditions for animals.

ARTICLE II DEFINITIONS

Sec. 5-3 DEFINITIONS

When used in this Ordinance, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Abandoned* means to leave an animal with no intent to continue to provide care or shelter for the animal, or no intent to return and reclaim the animal. Intent to abandon can be inferred if an animal is left unattended for more than 24 hours.

2. *Adequate food and water* means food and water which is sufficient in amount and appropriate for the particular type of animal to prevent starvation, dehydration, or a significant risk to the animal's health from a lack of food or water.

3. *Animal* means any live creature, both domestic and wild, except humans. "Animal" also includes fowl, fish and reptiles.

4. *Animal Control* means the Animal Control of the City of Cartersville.

5. *Animal Control Officer or Animal Control Officer(s)* means the Animal Control Officer of the City of Cartersville as appointed by the Chief of Police or entity designated by Agreement with the City of Cartersville to enforce this Ordinance and provide the sources related herein.

6. *Animal shelter* means the Bartow County Animal Shelter or other facility operated by a government entity, where animals impounded under the terms of this chapter shall be kept.

7. *Animal shelter, Private* means any facility operated for the purpose of harboring stray, homeless, abandoned or unwanted dogs, cats, and other animals, which facility is operated, owned or maintained by a duly incorporated humane society, animal welfare society, or other nonprofit organization for the purpose of providing for and promoting the welfare, protection and humane treatment of animals. *Private Animal Shelter* also means a facility for the care and keeping of animals, rehabilitation of animals, or for providing other treatment and humane care to animals, without fee or compensation or not on a commercial basis. Operation of a veterinary hospital or clinic by a licensed veterinarian shall not constitute a private animal shelter.

8. *Anti-climbing device* means angle metal braces at least 12 inches long, securely attached to the top of a fence with at least three strands of equally separated barbed wire stretched between them. All anti-climbing devices shall extend inward at an angle of not less than 45 degrees nor more than 90 degrees when measured from the perpendicular. Other designs may be approved by the animal control director.

9. *At large* means that an animal is off the premises of the owner, and not on a leash or otherwise under the immediate control of a person physically capable of restraining the animal.

10. *Building* means any structure intended for shelter, housing, or enclosure of persons, animals, chattels or property, and usually having a roof supported by columns or by walls.

11. *Cat* means any domestic cat (*felis domesticus*), male or female, of pure or mixed breed.

12. *Chicken coop* means any structure, building, shelter or other facility for raising, feeding, sheltering or maintaining chickens, or similar birds, containing 20 or less chickens. A chicken coop is not a "major livestock enclosure" as long as it contains only 20 or less chickens.

13. *City* means the City of Cartersville, Georgia.

14. *City Council* means the Mayor and City Council of the City of Cartersville.

15. *Classified Dog* means any dog that has been classified as dangerous or vicious under this Ordinance.

16. *Contagious disease* means any sort of illness, sickness, virus or infection that is communicable to other persons or animals.

17. *Custodian* means a person in whose care or supervision an animal is placed. It shall also mean any person who cares for a stray dog or cat or abandoned animal.

18. *Dangerous dog* means any dog that:

(A) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

(B) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(C) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

19. *Disposition* means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal in accordance with O.C.G.A. § 4-11-5.1. "*Disposition*" also includes placement or sale of an animal to the general public.

20. *Dog* means any domestic dog (*canis familiaris*), male or female, of pure or mixed breed.

21. *Domestic Animal* means dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, chickens, turkeys, confined domestic hares and rabbits, pheasants, and other birds and animals raised and/or maintained in confinement.

21. *Enclosure* means a pen or other structure designed to hold an animal and capable of preventing the animal enclosed from escaping the boundaries of the enclosure.

22. *Enclosure, Secure* or *Secure Enclosure* means an enclosure for keeping a dangerous dog or potentially dangerous dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any pen or structure shall have secure sides and a secure top. Any pen, structure or fenced area shall be lockable by a keyed or combination lock. If the dog is enclosed within a fence, the bottom of the fence shall be secured to the ground in such a manner as to prevent the dog's escape. The fence shall be topped with anti-climbing devices sufficient to prevent the dog from escaping over the top, or the enclosure shall have a secure top. The fence shall be a minimum of six feet high for any dog exceeding 23 inches in height, and shall be a minimum of four feet high for any other dog. Any secure enclosure shall also provide protection from the elements for the dog.

23. *Equine* means any member of the Equidae species, including horses, mules, and asses.

24. *Exotic Animal* means any live alligator, crocodile, cayman, fox, bear, sea mammal, poisonous snake, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary domestic animals or household pets sold by commercial pet shops, or required for traditional farm animals. "Exotic animal" also means those animals as defined in Chapter 5 of Title 27 of the Official Code of Georgia Annotated.

25. *Governing Authority* means the governing authority of the City of Cartersville.

26. *Guard or Attack Dog* means a dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

27. *Humane Care* means, but is not limited to, the provision of adequate heat, ventilation, sanitary shelter, sufficient wholesome and adequate food and water, consistent with the normal requirements and feeding habits of the animal's size, species, and breed, veterinary care needed to prevent suffering and prevent or treat disease, and any other treatment needed to prevent suffering.

28. *Impoundment* means the taking into custody of an animal by any law enforcement officer, animal control officer, or any authorized representative thereof.

29. *Kennel* means any establishment, other than an animal shelter, where dogs or cats are maintained for boarding, holding, training, breeding, or similar purposes for a fee or compensation. Operation of a veterinary hospital or clinic by a licensed veterinarian shall not constitute a kennel. See Sec. 5-9.

30. *Litter* means the offspring at one birth of an animal.

31. *Livestock* means all animals of the equine (Family: Equidae), bovine (Family: Bovidae), or swine (Family: Suidae) type (or similar animals), including but not limited to, goats, sheep, mules, horses, hogs, pigs, and cattle; all poultry, including chickens, roosters, hens and similar birds; other birds raised or kept such as pigeons; other grazing animals; all ratites, including, but not limited to, ostriches, emus, and rheas; non-traditional livestock including, but not limited to, bison, deer, buffalo, alpaca and llamas; and other similar animals raised for profit or use, but not including dogs or cats. Livestock shall also include, but not be limited to, definitions under O.C.G.A. § 4-4-1.1 for "livestock" and O.C.G.A. § 4-4-80 for "poultry."

32. *Livestock enclosure* means any structure, building, shelter, or other facility used for keeping, raising, feeding, sheltering or otherwise maintaining livestock. Fenced grazing land and fenced pasture for horses, cattle and other grazing animals shall not be included in this definition. A "major livestock enclosure" is any structure designed to hold, or holding, more than eight

livestock animals. A "*minor livestock enclosure*" is any structure designed to hold, or holding, less than eight livestock animals.

33. *Notice* means the manner of making affected persons aware of proceedings under this Ordinance. Whenever a provision of this Ordinance requires notice upon an animal owner, notice shall be accomplished by personal service to the owner of the animal or by certified mail to the animal owner's last known address, unless the provision expressly requires another form of notice. If the animal owner or their address is not known, notice shall be accomplished by conspicuously posting the notice information at the location the animal was picked up and at the animal shelter.

34. *Outside Dog* means a dog that lives outside generally, or a dog that sleeps outside or in the yard, a doghouse or similar shelter.

35. *Owner* means any natural person or legal entity including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping or having custody of an animal. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.

34. *Person* means any person, firm, corporation, partnership, association, or other legal entity, any public or private institution, the State of Georgia, or any county, municipal corporation, or political subdivision of the state.

36. *Pet dealer* means any person who sells, offers to sell, exchanges, or offers for adoption, any of the following animals: dogs, cats, birds, fish, reptiles or other animals customarily obtained as pets in this state. A person who sells only animals that he has produced and raised, not to exceed one litter per household per year, shall not be considered a pet dealer; however, selling more than one litter, either from the same animal or different animals, in the same year shall make the seller a pet dealer. Operation of a veterinary hospital or clinic by a licensed veterinarian shall not make the veterinarian a pet dealer.

37. *Pet dealing* means acts such as selling, offering to sell, exchanging, or the offering for adoption, any of the following animals: dogs, cats, birds, fish, reptiles or other animals customarily obtained as pets in this state. Selling only animals that a person has produced and raised, not to exceed one litter per household per year, shall not be considered pet dealing; however, selling more than one litter, either from the same animal or different animals, in the same year shall constitute pet dealing.

38. *Private animal shelter*: See, "*Animal shelter, private*."

39. *Public nuisance animal* means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall include, but not be limited to:

(a) Any animal that is repeatedly found running at large;

(b) Any dog or cat in any section of a park or public recreation area, unless the dog or cat is controlled by a leash or similar physical restraint;

(c) Any animal that damages, soils, defiles or defecates on any property other than that of its owner;

(d) Any animal that continuously (exceeding 15 continuous minutes) or repeatedly (numerous times totaling 15 minutes over the course of one hour) howls, barks, whines or makes other disturbing noises that can be heard from within any adjacent or nearby residential structure owned by anyone other than the animal owner;

(e) Any animal that causes fouling of the air by noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

(f) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;

(g) Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;

(h) Any animal that attacks or injures a domestic animal or pet;

(i) Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored; or

(j) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

40. Records of an appropriate authority means records of any state, county, or municipal law enforcement agency; records of animal control; records of any county board of health; records of any federal, state, or local court; or records of an animal control officer provided for in this article.

41. Residential structure means a structure designed, arranged, or used for living quarters for one or more persons, that is lawfully constructed and permitted under all applicable zoning ordinances and building codes.

42. Responsible person means a person of sufficient strength and capability to restrain and manage the animal under their control.

43. Sanitary means a condition of good order and cleanliness to minimize the possibility of disease transmission.

44. *Sanitary shelter* means an animal enclosure in good order, clean, without an accumulation of waste, garbage or feces on the property, and that does not expose the animals sheltered within to disease, diseased animals, dangerous or hazardous conditions, or other threats to animal health and welfare.

45. *Secure enclosure*: See "*Enclosure, secure*."

46. *Severe injury* means any physical injury that: (1) creates a substantial risk of death; (2) results in death; (3) broken or dislocated bones; (4) lacerations requiring multiple sutures or disfiguring avulsions; (5) requiring plastic surgery or admission to a hospital; or (6) results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

47. *Sexually mature animal* means any dog or cat that has reached the age of 180 days or six months or more.

48. *Stable* means any building, structure, pasture or other enclosure where equines are maintained for boarding, holding, training, breeding, riding, pulling vehicles, or other similar purposes; and (a) a fee is charged for boarding, holding, training, breeding, lodging, or other similar purposes for such equine; or (b) a fee is charged for riding, pulling vehicles, or other similar purposes.

49. *Stray cat* means any cat without a collar and with of rabies vaccination attached, and that is not claimed by anyone as its owner.

50. *Stray dog* means any dog without a collar with proof of rabies vaccination attached, and that is not claimed by anyone as its owner.

51. *Sterilization* means the surgical removal of the reproductive organs of a dog or cat in order to render the animal unable to reproduce.

52. *Structure* means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

53. *Tether* means any chain, cord, cable, rope, leash, wire, tie out, running cable line, trolley system, or similar device designed to restrain an animal, which is attached to a stationary object or objects and is also attached directly to the animal, or to a collar, harness, halter, or similar device attached to the animal's body. "Tethering" means to restrain an animal with a tether. See subsection 5-4(h).

54. *Unattended* means left without direct human supervision or control.

55. *Under restraint* means that an animal is secured by a leash, lead under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's property.

56. *Vicious dog* means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

57. *Wild animal* means any live monkey, nonhuman primate, raccoon, skunk, fox, leopard, panther, tiger, lion, lynx, or any other warm-blooded animal that can normally be found in the wild state. The term "wild animal" does not include: domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, any hybrid animal that is part wild, and captive-bred species of common cage birds. "Wild animal" shall also mean those animals as defined in Chapter 5 of Title 27 of the Official Code of Georgia Annotated.

58. *Wild carnivore* means any meat-eating wild animal (as defined above), including, but not limited to, members of any species in the order carnivora, the order primates, or the class reptilia if the species eats meat as a part of a normal diet.

ARTICLE III GENERAL PROVISIONS

Sec. 5-4 RESTRAINT AND CONFINEMENT; LEASH LAW

A. Animals at large. It shall be unlawful for the owner of any animal, or anyone having an animal in his possession and custody, to allow it to run at large unattended on or about the streets and highways of the incorporated limits of the city, or on the property of another person or of the person in possession of such property, except for dogs being used in hunting in accordance with state game and fish department laws, rules and regulations.

B. Animals on own premises. It shall be the duty of every owner of any animal or anyone having an animal in his possession or custody, to ensure that it is enclosed by way of a fence or other enclosure or restrained by a chain or leash, or in some physical manner under control by a competent person, so that it cannot wander off of the real property limits of the owner, possessor or custodian, except as provided in this article, it being the intent of this article that all animals shall be prevented from leaving, while unattended, the real property limits of their owner, possessor or custodian. An "invisible fence" electronic restraint/shock collar shall be a permissible restraint for dogs. Voice command shall be a permissible restraint, but to qualify as voice command the person must be 1) outside with the animal, 2) in close proximity to the animal, and 3) the animal must be demonstrably responsive to voice commands. A person inside a structure shall not be considered under this Ordinance to have voice command over an animal that is outside. Close proximity shall mean within a distance where the animal can respond to spoken (not shouted) commands.

C. Animal off-premises. It shall be the duty of the owner of any animal or anyone having an animal in his or her possession to keep the animal under control at all times while the animal is off the real property limits of the property of the owner, possessor or custodian. For the

purposes of this section, an animal is deemed under the control when it is confined within a vehicle, whether parked or in motion; is secured by a leash or other device held by a competent person; or is properly confined within the enclosure with permission of the owner of the property where the enclosure is located. Voice command shall be a permissible method of animal control, but to qualify as voice command the person must be 1) outside with the animal, 2) in close proximity to the animal, and 3) the animal must be demonstrably responsive to voice commands. A person inside a structure shall not be considered under this Ordinance to have voice command over an animal that is outside. Close proximity shall mean within a distance where the animal can respond to spoken (not shouted) commands.

D. Tethering on public property. No person shall tie, stake or fasten any animal within any street, alley, sidewalk or other public place or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.

E. Dogs in heat. Every female dog in heat shall be confined in a building or other enclosure in such manner that such female dog cannot come into contact with another animal except for planned breeding.

F. Restraint. Every animal shall be restrained and controlled so as to prevent it from molesting passersby, chasing vehicles, or attacking persons or other animals.

G. Public nuisance animal. Maintaining a public nuisance animal, as defined in section 5-3, is prohibited.

H. Tethering. Animals may only be tethered under the following circumstances:

a. A person restraining an animal with a tether shall attach the tether to a properly fitting collar or harness worn by the animal. A person may not use choke collars, pinch collars, prong collars or similar devices, nor may a person wrap a tether directly around an animal's neck;

b. A person may not restrain an animal with a tether in a manner that does not allow the animal to access necessary shelter and water;

c. The length of the tether should be no less than five times the length of the animal, measured from the tip of the animal's nose to the base of its tail. In any event, a person may not restrain an animal with a tether less than ten feet in length;

d. The animal must be tethered in a safe manner and not in a fashion that subjects the animal to tangling and choking risks; and

e. A person restraining an animal with a tether shall ensure that the area in which the animal is confined is free of garbage, fecal matter, or other debris that can cause harm to the animal.

Sec. 5-5 KEEPING OF EXOTIC OR WILD ANIMALS

(a) *Exotic or wild animals unlawful.* It shall be unlawful for anyone to own, harbor, or permit at large any exotic animal or wild animal within the corporate limits of the City of Cartersville without the written permission of the Animal Control Officer who may impose upon the owner reasonable conditions of confinement to assure the protection and safety of the general public. Such conditions shall be imposed pursuant to and in relation to the threat posed by the species to other animals and to humans from attacks, bites, disease, nuisance, noise, odor or any similar harm. Any such exotic or wild animal permitted must comply with the minimum distance requirements of appendix A. If a question arises as to the status of an animal as domestic or exotic, the animal control officer shall make the determination.

(b) *Wild carnivores not permitted.* No wild carnivores (including but not limited to, tigers, cheetahs, pumas, leopards, jaguars, lynx, bobcats, mountain lions, wolves, foxes, bears, raccoons, weasels, badgers, skunks, mongooses, and hyenas) shall be kept as pets nor for any other purpose in the City of Cartersville.

Sec. 5-6 NUISANCES

It shall be unlawful for any person to keep any animal on any property located within the unincorporated limits of the City of Cartersville when the animal is kept in such condition to constitute a public nuisance animal, as defined by section 5-3(39), or to constitute a menace to public health or safety.

Sec. 5-7 MAXIMUM NUMBER OF DOGS AND CATS

(A) *Dogs.* The following restrictions apply to the maximum number of dogs that may be possessed or kept on any residential property, based on the area of the lot. Other applicable regulations, including the city zoning ordinance, shall still apply and should be consulted for restrictions on location of shelters and enclosures and other restrictions. "Kennels," as defined therein, are regulated under the zoning ordinance and subsection 5-9, herein.

(1) *Larger than two acres.* On any residential property that is larger than two acres, there shall be no restriction on the number of dogs allowed to be possessed or kept, provided all other applicable provisions of this chapter are obeyed. However, any such property that contains more than six dogs shall be required to maintain those animals in an enclosure at least 100 feet from the nearest property line.

(2) *Larger than one acre but equal to or less than two acres.* On any residential property that is larger than one acre, but equal to or less than two acres, regardless of the designated zoning of said property, it shall be unlawful to possess or keep more than six dogs.

(3) *Equal to or less than one acre.* On any residential property that is equal to or less than one acre, it shall be unlawful to possess or keep more than three dogs.

(4) *Multi-family units.* For any dwelling unit in a multi-family development (e.g., apartment, condominium, townhome, mobile home parks, duplex, triplex, quadraplex or similar) it shall be unlawful to possess or keep more than three dogs. The overall acreage of the development or property shall not control.

(B) *Cats.* The following restrictions apply to the maximum number of cats that may be kept on any residential property, based on the area of the lot. Other applicable regulations, including the city zoning ordinance, shall still apply and should be consulted for restrictions on location of shelters and enclosures and other restrictions.

(1) *Larger than two acres.* On any residential property that is larger than two acres, there shall be no restriction on the number of cats permitted provided other provisions of this ordinance are obeyed.

(2) *Equal to or less than two acres.* On any residential property that is equal to or less than two acres, it shall be unlawful to possess or keep more than six cats.

(3) *Multi-family units.* For any dwelling unit in a multi-family development (e.g., apartment, condominium, townhome, mobile home parks, duplex, triplex, quadraplex or similar) it shall be unlawful to possess or keep more than six cats. The overall acreage of the development or property shall not control.

(C) *Other provisions.* The limits on dogs and cats are independent. For example, a one and one-half acre parcel would allow up to six dogs and up to six cats. For litters of offspring, see section 5-8.

(D) *Livestock.* The following restrictions apply to the maximum number of livestock animals that may be kept on any property, based on the area of the lot. Other applicable regulations, including the city zoning ordinance, shall still apply and should be consulted for restrictions on location of shelters and enclosures and other restrictions. Nothing in these provisions shall authorize keeping of livestock in zoning districts where livestock are not permitted.

(1) *Larger than ten acres.* On any property that is larger than ten acres, there are no restrictions in this chapter as to the number of livestock that may be kept. Other applicable provisions as to type, adequate shelter, humane care, and so forth must be obeyed. Furthermore, the county zoning ordinance contains restrictions for setback, and certain livestock uses require a conditional use permit (e.g., chicken houses).

(2) *Larger than two acres but equal to or less than ten acres.* On property that is larger than two acres but equal to or less than ten acres, limited numbers of livestock animals are permitted. No more than eight livestock animals total shall be permitted on property in this size range or no more than 20 chickens; if both chickens and other livestock animals are kept, no more than eight animals total shall be permitted. Further, either a single chicken coop, or a single

minor livestock enclosure for up to eight animals, may be erected for housing livestock, but not both.

(3) *Equal to or less than two acres.* On any property that is equal to or less than two acres, it shall be unlawful to possess or keep any livestock.

(E) *Definitions.* For purposes of this section, "residential property" shall mean any property zoned to a residential classification under the city zoning ordinance, or any property containing or authorized to contain residential dwelling units (single or multi-family). "Possess or keep" shall mean owning, maintaining or raising, or otherwise keeping such animals on the premises.

Sec. 5-8 ANIMAL BREEDING; PET DEALERS

(a) *Breeding restrictions.* It shall be unlawful for any person to breed animals on non-agriculturally zoned property, except as specifically permitted in this chapter. However it shall be permissible for any household to have one litter per year (total, not per animal). In instances where a new litter causes a violation of section 5-7, the new litter shall be exempt from the provisions of section 5-7 for up to 12 weeks from the date of birth. Any more than one litter per household per year shall make such person a pet dealer.

(b) *Livestock breeding restrictions.* Persons breeding livestock shall comply with applicable state regulations and laws. Livestock shall not be bred on non-agriculturally zoned property, nor on any agricultural property under five acres in size.

(c) *Operations requiring licensing.* It shall be unlawful for any person to act as a pet dealer or operate a kennel, stable or private animal shelter unless such person has a valid license issued by the Georgia Department of Agriculture, pursuant to O.C.G.A. § 4-11-1 et seq., and applicable state regulations.

(d) *Care of operations.* It shall be unlawful to fail to keep the pet dealership premises, breeding operation, animal shelter, kennel or stable in a good state of repair, in a clean and sanitary condition, adequately ventilated, or disinfected when need.

(e) *Impoundment of animals from unlicensed operations.* Animals kept by or at any unlicensed pet dealer, private animal shelter, stable, or kennel are subject to immediate impoundment, at the owner's expense.

Sec. 5-9 KENNELS; SHELTERS AND DOG HOUSES

(A) *Kennel and dog enclosure requirements.* All kennels or other enclosures to house more than three dogs constructed or maintained in the City of Cartersville after _____, 2012 shall meet the following requirements:

(1) They shall be built on a concrete slab, contain a drainage system that drains to an approved septic system or sewer line, and shall be totally enclosed and roofed. Chain-link animal runs are permitted as long as they are roofed.

(2) They shall be well-ventilated, and provide heat and running water to the animals.

(3) They shall contain runs with facilities and size sufficient to provide a humane care for the animals. No more than two dogs per run shall be permitted, except for dogs or puppies under 15 pounds, of which no more than four shall be permitted in the same run. Runs shall contain a minimum area equal in square feet to one-half the weight of the dog(s) living within the run, or be at least 30 square feet (i.e., 5 X 6), whichever is greater. For example, a 100-pound dog shall require a run of a minimum of 50 square feet (i.e., 5 X 10). A run containing one 100-pound dog and one 80-pound dog shall be a minimum of 90 square feet ($180/2 = 90$). Four ten-pound dogs shall require the minimum 30 square feet.

(4) The minimum height of all runs shall be sufficient for the dog to stand comfortably, head up, and they shall be of sufficient width for all dogs to turn around and lie down.

(5) All kennels must also comply with any requirements of the applicable zoning ordinance.

(6) Offices and facilities of licensed veterinarians, licensed groomers, Animal Control and the city are exempted from these requirements.

(7) For requirements pertaining to dogs classified as dangerous or potentially dangerous under this chapter, see section 5-23.

(B) Shelter and dog house requirements. Outside dogs shall be provided a dog house or similar structure for shelter (such as a garage). Shelters and dog houses shall be of sufficient height for the dog to stand comfortably, head up, and shall be of sufficient width for the dog to turn around and lie down. To qualify as a shelter or dog house, the structure shall consist of at least three sides and a roof, with a floor constructed off the ground to allow for unobstructed drainage and ventilation. For standard dog houses of under 15 square feet in area, no more than one animal per dog house is permitted, except litters for 12 weeks. For multiple dog shelters (such as garages), at least 30 square feet per dog is required. Shelters and dog houses must also allow free access to a yard area of at least 80 square feet per dog.

(C) Zoning requirements. Prior to erecting a Kennel and to determine applicable zoning standards, the applicant shall check with the zoning department and secure necessary permission.

Sec. 5-10 – 5-15. Reserved.

ARTICLE IV PROVISIONS RELATING TO THE HUMANE CARE OF ANIMALS

Sec. 5-16 VIOLATIONS RELATING TO CARING FOR ANIMALS

(a) *Failure to provide humane care.* It shall be unlawful for the owner or custodian of any animal to refuse or fail to provide such animal humane care.

(b) *Animal suffering.* It shall be unlawful for any owner or custodian of any animal to permit the animal to live in conditions that cause suffering to the animal, or to directly cause any suffering of an animal.

(c) *Abandonment.* It shall be unlawful for the owner or custodian of any animal to abandon such animal on any street, road highway or public place, or on private property when not in the care of another person.

(d) *Unattended animals.* It shall be unlawful for the owner or custodian of any animal to leave such animal in any location unattended for longer than 24 hours. It shall be unlawful to keep or board animals on property that is not residentially occupied, or is otherwise commercial property that is the location of an operating business, such that the property is visited daily during the week and at least once on the weekend.

(e) *Accumulation of waste matter.* It shall be unlawful for any owner or custodian of any animal to permit the accumulation of waste matter from animals to collect and remain on the property of the owner or custodian, or on the property of others so as to cause or create an unhealthy, unsanitary, dangerous or offensive living condition on the owner's or custodian's property, or to abutting property of others. It shall be unlawful to allow animal waste matter to run off into any river, stream, lake, pond or other watercourse in the City of Cartersville, or to run off onto any other person's property.

(f) *Failure to provide adequate shelter.* It shall be unlawful for any owner or custodian of any animal to fail to provide adequate shelter from the elements for that animal, as appropriate to the species. Providing adequate shelter requires providing sufficient food and water, disposing of waste, providing sufficient temperature control (whether heat, ventilation, or cooling) to prevent suffering by the animal, and not maintaining conditions conducive to disease and infection. In respect to dogs, adequate shelter means at least a dog house or shelter meeting the requirements of subsection 5-9. For example, tethering a dog outside during summer without shade or water would be a violation of this section, as well as potentially subsections 5-16(a) and (b).

(g) *Unsanitary, dangerous or offensive conditions.* It shall be unlawful for any owner or custodian of any animal to permit or cause unsanitary, dangerous or offensive conditions by virtue of the size or number of animals maintained at a single location or due to the inadequacy of the facilities.

(h) *Rabies tag.* Dogs and cats shall wear current, valid rabies tags attached to their collars at all times, except when removal is necessary for cleaning, grooming or other veterinary care. It shall be unlawful for any owner or custodian of a dog or cat to allow the animal to be outdoors without wearing a collar with a current rabies tag showing that the animal has been inoculated for rabies within one year of any such time as the rabies tag may be checked.

(i) *Proper disposal.* It shall be unlawful for any owner or custodian of any animal to fail to properly dispose of that animal upon its death. Proper disposal means in a method provided by the Georgia Code at O.C.G.A. § 4-5-5, and includes burning, incineration, burial or rendering of the carcass within 24 hours after death or discovery. Dead animals that are buried must be buried at least three feet below the ground level, have not less than three feet of earth over the carcass, and must not contaminate ground water or surface water.

(j) *Separate violation per animal.* Each animal kept in violation of this section shall count as a separate violation.

Sec. 5-17 SICK, INJURED, OR CONTAGIOUS ANIMALS

(a) *Impoundment of sick or injured animals.* In any situation deemed appropriate by the animal control officer involving a sick or injured animal whose owner cannot be located and the condition of such animal is such that death or great suffering to the animal is likely, the animal control officer may take custody of such animal and may secure veterinary services for such animal. The owner of such animal shall be responsible for reimbursement of all expenses related to treatment and boarding of the animal.

(b) *Destruction of sick or injured animals.* Any sick or injured animal, deemed by a licensed veterinarian to be suffering to such an extent that the humane destruction of the animal is appropriate and the owner of the animal cannot be located, shall be humanely destroyed by the veterinarian in accordance with O.C.G.A. § 4-11-5.1.

(c) *Infected or contagious animals.* Any animal impounded by the animal control officer that is, in the opinion of a licensed veterinarian, infected with a disease likely to cause death or great suffering to the animal, or which is a contagious disease, or which will likely spread to other animals, shall be isolated and the owner of such animal shall be notified. If the owner cannot be located or the owner fails to take immediate steps to remove the animal from impoundment, the infected animal shall be humanely destroyed in accordance with O.C.G.A. § 4-11-5.1.

(d) *Reimbursement.* The owner of the animal shall be responsible for reimbursement to Animal Control, the City and/or County Animal Shelter for all expenses involving the boarding, treatment and destruction of any such animal.

(e) *Notification of Bites.* It shall be the duty of any person bitten by a wild or domestic animal to immediately notify the Bartow County Health Department and Animal Control Officer. It shall be the duty of the owner, custodian or any person having possession and knowledge of any animal which has bitten any person or animal or of any animal which exhibits any signs of rabies to the Animal Control Officer and the Bartow County Health Department and to confine such animal in accordance with this ordinance.

(f) *Impoundment and quarantine.* The animal control officer shall be authorized to impound and quarantine dogs that have been bitten by wild animals or bitten by dogs or cats that

do not have current records of vaccinations against rabies. Management of animals exposed to rabies shall be according to the procedures set forth in the *Georgia Rabies Control Manual*, latest edition, which is incorporated herein by reference as if set forth fully herein. The protocols for animal to animal exposure and human exposure shall be enforced as set forth in the *Georgia Rabies Control Manual*, latest edition. The animal control officer shall be authorized to take any and all steps set forth in said Manual up to and including euthanize and testing the animals.

(g) *Animals Impounded for Rabies Quarantine.* Animals impounded for rabies quarantine shall be isolated pursuant to the procedures of the *Georgia Rabies Control Manual*, latest edition. If the animal shows signs of rabies or dies during confinement, it will be sent off for testing. If the animal survives and does not show signs of rabies, it will be returned to the owner upon payment of fees.

(h) *Quarantine/Isolation Procedures.* In certain circumstances, the animal control officer may allow the animal owner to quarantine the animal that has been bitten in lieu of the animal being euthanized and tested. The quarantine period varies depending on the circumstance, as set forth in the *Georgia Rabies Control Manual*, latest edition. In that case, the animal must be placed in a secure enclosure where no other animal or person can be exposed to the virus which can be transmitted into bite wounds, open cuts in skin and onto mucous membranes. The animal must be kept in a secure enclosure approved by the animal control department and when deemed necessary may require two layers of fencing, separated by at least one foot. Food must be pushed in from a distance and the animal cannot be approached by any person. Other protocols for quarantine shall be provided by the animal control officer and the Bartow County Health Department. If the animal escaped from the enclosure, it will be impounded and euthanized for testing.

Sec. 5-18 CRUELTY TO ANIMALS

(a) *Cruelty to animals.* It shall be unlawful for any person to willfully or maliciously strike, beat, abuse, intentionally run down with a vehicle; or to cause or inflict unnecessary pain, injury, suffering or death to an animal through any act, omission or willful neglect, except that reasonable force may be used to defend his or her own person or property, or the person or property of another, from injury or damage being caused by a dog; or kill any dog causing injury or damage to any livestock, poultry, or pent animal as authorized by Georgia law, O.C.G.A. § 4-8-5. "Willful neglect" means the intentional withholding of food and water required by an animal to prevent starvation or dehydration.

(b) *Poisoning.* No person, except a licensed veterinarian for humanitarian purposes, shall intentionally administer poison to any animal, or knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal. This provision is not applicable to licensed exterminators using poisons as part of a pest control program or the use of commercial insecticides and rodent baits used to control insects and wild rodents.

(c) *Investigation.* The animal control officer shall investigate complaints pertaining to cruelty to animals. The animal control officer may request the assistance of the Cartersville Police Department.

(d) *Necessary pain.* In the case of activities where physical pain is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, failure to employ the most humane method reasonably available shall constitute cruelty to animals, and shall be unlawful.

Sec. 5-19 – 5-20. Reserved.

ARTICLE V DANGEROUS ANIMALS

Sec. 5-21 RESTRAINT OF GUARD OR ATTACK DOG

(a) *Confine guard or attack dog.* Every owner of a guard or attack dog shall keep such dog confined in a building, compartment or other secure enclosure. Any such enclosure shall be completely surrounded by a fence at least six feet in height and shall be topped with an anti-climbing device. The areas of confinement shall all have gates and entrances thereto securely closed and locked, and all fences properly maintained and escape proof.

(b) *Government exemption.* The provisions of this section shall not apply to dogs owned or controlled by government law enforcement agencies.

Sec. 5-22 DOG CLASSIFICATION

(A) *Classification Levels.* ‘Classified dog’ means any dog that has been classified as either a dangerous or vicious dog pursuant to this article. Classifications are as follows:

1. Dangerous Dog. Any dog that:

(a) Causes a substantial puncture of a person’s skin by teeth without causing serious injury (see Sec. 5-3); provided, however, that a nip, scratch or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

(b) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury (see Sec. 5-3) to such a person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(c) While off the owner’s property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

2. Vicious Dog. Any dog that inflicts a severe injury on a person or causes serious injury (see Sec. 5-3) to a person resulting from reasonable attempts to escape the dog’s attack.

3. *Euthanasia for Causing Serious Injury on More than One Occasion.* Pursuant to O.C.G.A. Sec. 4-8-26, a dog that is found, after notice and opportunity for hearing as provided, however, that no injury occurring before _____, shall count for purposes of this subsection.

4. *Judge Authorized to Order Euthanasia.* Pursuant O.C.G.A. Sec. 4-8-25, the judge of any superior court of competent jurisdiction within this state may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided by this section, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:

(1) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or

(2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.

5. *Previously Classified Animals.* Any dog classified prior to _____, as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog. Any dog classified prior to _____ as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this Ordinance. The owner of any dog classified prior to _____ shall come into compliance with all current provisions of this Ordinance by _____.

(B) *Confiscation.* If an Animal Control officer has reason to believe that a dog has acted in a manner that justifies a classification as a Dangerous Dog or a Vicious Dog, the dog may be confiscated, impounded, classified, and notice provided as set forth below. A law enforcement officer or animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.

(C) *Exceptions.* An animal shall not be classified within the meaning of this section if it inflicts injury upon a person when the animal is being used by a law enforcement officer or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous or vicious dog if the person injured by such dog was a person who, at the time was: (1) committing a trespass; (2) was abusing the dog; or (3) was committing or attempting to commit an offense under Chapter 5 of Title 16.

(D) *Classification by Animal Control.* The Animal Control officer shall make a determination whether the dog shall be classified a Dangerous Dog or Vicious Dog. The owner shall be given notice of the classification pursuant to paragraph (E) below. If an owner is unknown or cannot be found, notice shall be made by posting the notice in a conspicuous place at the location where the animal was confiscated.

(E) *Notice of Determination.* The notice to the owner shall meet the following requirements:

1. The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address and notice shall be complete upon mailing;
2. The notice shall include a summary of the Animal Control Officer's findings that formed the basis for the dog's classification as a Dangerous Dog or Vicious Dog;
3. The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request an appeal hearing on the animal control officer's classification of the dog;
4. The notice shall state that the hearing, if requested, shall be before the City of Cartersville Animal Control Board;
5. The notice shall state that if a hearing is not requested, the classification of the dog as a Dangerous Dog or Vicious Dog will become effective for all purposes under this Ordinance on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and
6. The notice shall include a form to request a hearing and shall provide specific instructions on mailing or delivering such request to Animal Control.

(F) *Response to Notice.* If no owner comes forward in response to the notice provided in paragraph (E), the animal shall be kept for five days, and then may be disposed of by Animal Control, including by humane destruction in accordance with O.C.G.A. § 4-11-5.1. If the owner comes forward and no appeal hearing is requested, the animal may be returned to the owner provided the owner complies with the requirements of this Division, including payment of fees set forth in paragraph (J) and the requirements of Sec. 5-3. If a hearing is requested, the provisions of paragraph (G) shall apply.

(G) *Appeal Hearing.* When the Animal Control Board receives a proper and timely request for an appeal hearing of a classification, it shall schedule such hearing within 30 days after receiving the request; however, such hearing may be continued by the authority for good cause shown. The Board shall notify the dog owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing; and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence and in addition, thereto the governing authority or board shall receive such other evidence and hear such other testimony as the governing authority or board may find reasonably necessary to make a determination either to sustain, modify, or overrule the Animal Control Officer's classification of the dog, including the power to impose conditions on continued possession of the dog.

(H) *Decision.* After hearing the evidence the Animal Control Board shall be empowered to take the following actions:

1. Sustain the Animal Control Officer's classification;

2. Modify the Animal Control Officer's classification;
3. Overrule the Animal Control Officer's classification;
4. Impose conditions or restrictions in addition to the required conditions set forth in this Ordinance for keeping a classified dog; or
5. Order that the dog be euthanized pursuant to Sec. 5-22(A)(3) if the requirements are met.

(I) *Notice of Decision.* The decision shall be made at the hearing, and within ten days after the date of the hearing, the Animal Control Board shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or vicious dog, the notice shall specify the date upon which that determination is effective. Any specific additional conditions or restrictions shall be set forth in the notice. If the determination is that the dog is to be euthanized pursuant to Sec. 5-22(A)(3), the notice shall specify the date by which the euthanasia shall occur.

(J) *Return to Owner.* In the event the dog is classified as Dangerous or Vicious Dog, (and the dog is not euthanized), the animal shall not be returned to the owner until payment of reasonable confiscation costs, including an impoundment fee of \$100.00, boarding costs of \$15.00 per day, and all actual veterinary care costs. In the event the owner has not complied with the provisions of this paragraph and also satisfied the requirements set forth in Sec. 5-23 within ten (10) days of the date the dog was classified, said dog shall be destroyed in an expeditious and humane manner in accordance with O.C.G.A. § 4-11-5.1; provided however, upon a showing for good cause, the Animal Control Officer may extend said time up to an additional fifteen (15) days, upon the payment by the owner of the per diem boarding costs for said dog. In the event the dog is ordered euthanized, the animal shall be humanely destroyed any time after five business days after the date of the decision of the Animal Control Board in accordance with O.C.G.A. § 4-11-5.1.

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

Sec. 5-23 REQUIREMENTS FOR POSSESSING A CLASSIFIED DOG

(a) *Unlawful without Certificate.* It is unlawful for an owner to have or possess within the City of Cartersville a classified dog without a Certificate of Registration issued in accordance with the provisions of this Section. All requirements set forth in subsection (b) below must be satisfied before a Certificate of Registration shall be issued. No certificate of registration shall be issued to any person who has been convicted of two or more violations of this Division.

(b) *Requirements for Possessing Classified Dogs.* The Animal Control Officer shall issue a Certificate of Registration to the owner of such dog if the owner is eighteen years of age or older, no previous certifications has been issued to the same domicile, and all of the following applicable criteria have been satisfied:

(c) *Dangerous Dog.* Unless otherwise specified, a certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:

1. *Secure Enclosure.* The dog must be confined in a secure enclosure (see Sec. 5-3), which shall remain locked when the dog is inside and its owner or other responsible person (see Sec. 5-3) is not present. The secure enclosure must be located at least ten feet from all property lines.

2. *Warning Sign.* All entrances on the premises where dog resides must be posted with a clearly visible sign warning that there is a dangerous dog on the property which sign shall substantially conform to the design provided by the Georgia Department of Natural Resources.

3. *Dog Off Owner's Property.* It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:

(a) The dog is muzzled and restrained by a substantial chain or leash no longer than six feet and is under the physical restraint of a responsible person (see Sec. 5-3). The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person; or

(b) The dog is contained in a closed and locked cage or crate; or

(c) The dog is working or training as a hunting dog, herding dog, or predator control dog.

4. *Location Restriction.* The dog cannot be kept, and the secure enclosure cannot be located, at any location within 300 feet of a public or private elementary, middle or high school or school facility. Such distance shall be measured from the exterior wall or fence of the enclosure in a direct line to the nearest property line of the parcel or lot containing the school or school facility.

(d) *Vicious Dog.* A certificate of registration for a vicious dog shall be issued if the dog control officer determines that the following requirements have been met.

1. *Secure Enclosure.* The dog must be confined in a secure enclosure (see Sec. 5-3), which shall remain locked when the dog is inside and its owner or other responsible person (see Sec. 5-3) is not present. The secure enclosure must be located at least ten feet from all property lines.

2. *Warning Signs.* All entrances on the premises where the dog resides must be posted with a clearly visible sign warning that there is a dangerous dog on the property which sign shall substantially conform to the design provided by the Georgia Department of Natural Resources.

3. *Dog Off Owner's Property.* It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:

(a) The dog is muzzled and restrained by a substantial chain or leash no longer than six feet and is under the physical restraint of a responsible person (see Sec. 5-3). The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person; or

(b) The dog is contained in a closed and locked cage or crate.

Pursuant to O.C.G.A. Sec. 4-8-29, any person who violates this section of this Code shall be guilty of a misdemeanor of high and aggravated nature.

4. *Location Restriction.* The dog cannot be kept, and the secure enclosure cannot be located, at any location within 300 feet of a public or private elementary, middle or high school or school facility. Such distance shall be measured from the exterior wall or fence of the enclosure in a direct line to the nearest property line of the parcel or lot containing the school or school facility.

5. *Microchip Identification.* A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog.

6. *Liability Insurance.* The owner of a vicious dog must maintain and provide proof of general or specific liability insurance in the amount of at least \$50,000 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.

7. *Criminal Violations.* No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:

(a) A serious violent felony as defined in O.C.G.A. Sec. 17-10-6.1;

(b) The felony of dogfighting as provided for in O.C.G.A. Sec. 16-12-37, or the felony of aggravated cruelty to animals as provided for in O.C.G.A. Sec. 16-12-4; or

(c) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. Secs. 16-13-31 and 16-13-31.1

from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.

(c) *Notification Requirements.* The owner of a classified dog shall notify the Animal Control Officer immediately or as soon as possible, and in no case later than 24 hours after the event, in the following circumstances:

1. The dog is on the loose, is unconfined, or has attacked a human:

2. The dog has died, been sold or been donated. If the dog has been sold or donated, the owner shall also provide the Animal Control Officer, with the name, address, and telephone number of the new owner of the dog. The owner shall be required to notify the new recipient of the dog of its classification. A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

3. The owner is moving from the address shown on the registration. The owner must provide Animal Control Officer with the new address.

4. The owner of a classified dog classified by another jurisdiction in Georgia, who moves into the City of Cartersville, shall register the dog as required in this O.C.G.A. sec. 4-8-28 within 10 days after becoming a resident, and shall notify the animal control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state and city from another state shall register the dog within 30 days of becoming a resident.

(d) *Investigation and Compliance.* The Animal Control Officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this Section. City of Cartersville Police Officers shall cooperate with the Animal Control Officers in enforcing the provisions of this Section.

(e) *Fees; Renewal.* An annual fee of \$100.00 shall be charged to register classified dogs as required in this Section. Certificates of Registration shall be renewed on an annual basis. At the time of the annual renewal of a Certificate of Registration, the Animal Control Officer shall require evidence from the owner or make such investigation as may be necessary to verify that the classified dog is continuing to be confined in a proper secure enclosure and that the owner is continuing to comply with other requirements of this Ordinance. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.

(f) *Liability; Sovereign Immunity.* Issuance of a Certificate of Registration or the renewal of a Certificate of Registration by City of Cartersville does not warrant or guarantee that the requirements specified in this Section are maintained by the owner of a classified dog on a continuous basis following the date of the issuance of the initial Certificate of Registration or following the date of any annual renewal of such certificate. Pursuant to O.C.G.A. Sec. 4-8-31, under no circumstances shall the City or any city employee be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of failure to enforce the provisions of this Division.

Sec. 5-24 CONFISCATION OF DANGEROUS DOGS; GROUNDS; DISPOSITION.

(a) *Confiscation.* A classified dog shall be immediately confiscated by the Animal control Officer or by a law enforcement officer or by another person authorized by the Animal Control Officer in the case of any violation of this Division. A refusal to surrender a dog subject to confiscation shall be a violation of this Division.

1. The owner of any dog that has been confiscated pursuant to this Division may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provision of this Division. All fines and charges for services performed by a law enforcement or animal control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of dog.

2. In the event the owner has not complied with the provisions of this Division within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(b) *Return.* Any dog that has been confiscated under the provisions of this Section shall be returned to its owner upon the owner's compliance with the provisions of this Section and upon the payment of reasonable confiscation costs, including an impoundment fine of \$100.00, boarding costs of \$15.00 per day, and all actual veterinary care costs. In the event the owner has not complied with the provisions of this Section within twenty (20) days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner in accordance with O.C.G.A. § 4-11-5.1; provided however, upon a showing for good cause, the Director of Animal Control may extend said time, up to all additional fifteen (15) days, upon the payment by the owner of the per diem boarding costs for said dog.

Sec. 5-25 VIOLATIONS

(a) The owner of a previously classified dog who violates any provision of this Article shall be guilty of it misdemeanor and be subject to minimum fines of \$250 for a first offense and \$500 for subsequent offenses.

(b) Pursuant to O.C.G.A. Sec. 4-8-29, an owner with a previous conviction for violation of the classified dog provisions whose classified dog causes serious injury may be charged with a felony.

Sec. 5-26. DANGEROUS OR VICIOUS ANIMALS OTHER THAN DOGS

(a) The provisions of Sections 5-22 to 5-25 may be applied to animals other than dogs. Animals may be classified as dangerous or vicious. In the event a hearing is requested, the hearing shall be to determine if the animal shall be destroyed or if there is any other option to spare the animal's life. Any such option shall require restrictions at least as severe as the restrictions on a dangerous dog, and shall prevent the public from any contact with the animal, such as donation to a zoo.

Sec. 5-27 – 5-30. Reserved.

ARTICLE VI IMPOUNDMENTS, HEARINGS, APPEALS

Sec. 5-31 ANIMAL CONTROL BOARD

(A) *Members.* The animal control board shall consist of three members and two alternates, appointed by the Mayor and City Council, who are empowered to sit on the board in the absence of any member of the board.

(B) *Terms.* The terms of the members shall be three years and until a successor is appointed; provided that the initial terms of the members may be for less than three years so that the terms of the members of the board will be staggered. The board existing on the date of amendment of this Ordinance shall continue in office pursuant to its members' prior appointments.

(C) *Compensation.* Members shall be paid a per diem amount equal to that per diem paid members of the Bartow County grand jury for each day of attendance.

(D) *Hearings.* The animal control board shall conduct hearings when requested by the owner of a dog which has been classified as a dangerous dog or a potentially dangerous dog; a dog which has been confiscated as vicious; in disputes involving the requirements imposed by an animal control officer for the ownership and care of a wild or exotic animal and in disputes involving the proper calculation of costs and fees.

(E) *Quorum.* Two members of the board shall constitute a quorum. A decision shall be rendered by a majority vote of the members present.

(F) *Continuance.* The panel hearing a matter within the jurisdiction of the board shall have the authority to continue or reschedule a hearing to a day and time certain. Said hearing may be continued or rescheduled by the action of one member of the panel in the event there is no quorum.

Sec. 5-32 IMPOUNDMENT

(A) *Impoundment.* In addition to any other remedies provided in this chapter, the animal control officer may seize and impound at the animal shelter, or at any location including private animal shelters, kennels, stables, veterinary offices, private residences, public property, or other places where violations are found, any of the following animals:

(1) Any dog or cat without a valid rabies tag and identifying tag, in violation of subsection 5-16(h);

(2) Any animal at large, or improperly kept, confined or restrained as required by sections 5-4, 5-5, or 5-9 or other provisions of this chapter;

(3) Any animal that is considered unattended or abandoned, as in situations where the owner is deceased or has been arrested or evicted from his regular place of residence and there is no other person who will take custody of the animal;

(4) Any public nuisance animal or any animal considered a nuisance or danger to the public, in violation to sections 5-3 or 5-6 or subsection 5-17 or other provisions of this Ordinance;

(5) Any animal exceeding the limitation on possession animals, in violation of section 5-7;

(6) Any animal that the animal control officer reasonably suspects of having rabies;

(7) Any animal in violation of any quarantine or confinement order issued by the Bartow County Board of Health or the public health director;

(8) Any unattended animal that is ill, injured or otherwise in need of care, pursuant to sections 5-16 or 5-17;

(9) Any animal that is vicious, or that the animal control officer reasonably believes constitutes and immediate threat to public safety, pursuant to section 5-2;

(10) Any animal charged under Article 3 of this Chapter or in violation of Article 3 of this Chapter; any animal that is charged with being potentially dangerous, or dangerous where the animal control officer determines that there is an immediate threat to public health and safety;

(11) Any animal that a court of competent jurisdiction has ordered impounded or destroyed;

(12) Any animal that is reasonably believed to have been subjected to cruelty, in violation of section 5-18;

(13) Any animal that has been used to commit the offense of dogfighting, pursuant to O.C.G.A. § 16-12-37;

(14) Any animal that has not received humane care, in violation of section 5-16;

(15) Any stray dog or stray cat; or

(16) Any dog or cat that bites such that skin is broken shall be immediately impounded and quarantined for ten days for observation.

(B) Citation. The animal control officer or law enforcement officer may also, in lieu of or in addition to impoundment, issue to the owner a notice of violation, or citation. Such notice will cite the owner to appear on a date certain before the Municipal Court of the City of Cartersville as provided in this Ordinance.

(C) Animals-at-large. Any person finding an animal at large upon his property may remove the same to the animal shelter or hold the animal in his own possession, and as soon as

possible, notify animal control. The property owner shall provide a description of the animal and the name of the owner, if known. Animal control shall dispatch an animal control officer to take possession of the animal as soon as possible.

(D) *Outsourcing services.* Any animal control officer or other designated person who seizes and impounds an animal that cannot be housed at the animal shelter shall be authorized to contract with and arrange transportation of the animal to a private farm or other appropriate facility which agrees to accept and humanely care for such animal. The disposition of the animal shall be handled in the same manner as though the animal were confined at the animal shelter except that, in addition to the fees charged for redemption, the owner shall also pay the actual transportation and boarding costs incurred while said animal was impounded.

(E) *Livestock at large.* Any animal control officer or other person who discovers or is notified of livestock (as that term is defined in O.C.G.A. § 4-3-2) running at large, shall notify the Chief of Police of the Cartersville Police Department. The seizure, impoundment and disposition of such livestock shall be in accordance with the provisions of Chapter 3 of Title 4 of the Official Code of Georgia Annotated.

Sec. 5-33 NOTICE OF IMPOUNDMENT; PROCEDURES

(A) *Specific impoundments.* Impoundment for violation of subsection 5-16 (failure to provide humane care) or 5-18 (cruelty to animals) of this ordinance, or for violations of O.C.G.A. § 16-12-4 (cruelty to animals) or § 16-12-37 (dogfighting), shall be subject to the following procedures:

(1) *Veterinary determination.* A licensed accredited veterinarian approved according to O.C.G.A § 4-11-9.2(d) shall examine and determine the condition or treatment of the animal prior to impoundment.

(2) *Notice.* Notice shall be provided to the owner and shall include the description of the animal, the location where the animal was impounded, the reason for impoundment, the citation number if a citation was issued, the name and business address of the officer impounding the animal, the name and business location of the animal shelter, the hours during which the animal can be reclaimed, and fees to be charged to the owner. The notice shall state that the failure to claim the animal or request a hearing as hereinafter provided, within five business days following the date notice was provided may result in the disposition of the animal. The notice shall be delivered personally or by certified mail, return receipt requested. If an owner is unknown or cannot be found, notice shall be made by posting the notice in a conspicuous place at the location where the animal was impounded. In addition, if the owner is unknown, notice shall be published once in a newspaper of general circulation in the city.

(3) *Appeal hearing.* If an animal is impounded pursuant to sections 5-16 or 5-18, and the owner thereof refuses to enter into a consent agreement with the animal shelter that such animal will be given humane care and adequate and necessary veterinary care, the owner may request, in writing, a hearing within five business days of the date the notice of impoundment was served on

such owner, or, if the owner is unknown or could not be found, within 30 days of the date of publication of the notice of impoundment in a newspaper of general circulation in the city. Hearing shall be in accordance with section 5-34. Such request for hearing shall be served upon the Animal Control Officer. If no hearing is requested within the time limits herein specified and the failure to request such hearing is due in whole or in part to the reasonably avoidable fault of the owner, the right to a hearing shall have been waived. For impoundments under state charges, see subsection (c) below.

(4) *Consent agreement.* Prior to release of an animal impounded under these provisions, the owner must enter into a consent agreement providing that, among other things, the animal will be given humane care and veterinary treatment, the animal will not be subject to mistreatment or illegal activity; and the owner will comply with all terms of this Ordinance. Animal control may specify additional terms as required.

(B) *Impoundment for other reasons.* Impoundments for reasons other than specified in subsection (a) above shall be subject to the following procedures:

(1) *Determination.* The animal control officer shall make a determination whether the animal should be impounded under this chapter.

(2) *Notice.* Notice shall be provided to the owner and shall include the description of the animal, the location where the animal was impounded, the reason for impoundment, the citation number if a citation was issued, the name and business address of the Officer impounding the animal, the name and business location of the animal shelter, the hours during which the animal can be reclaimed, and fees to be charged to the owner. The notice shall state that the failure to claim the animal or request a hearing as hereinafter provided, within five business days following the date notice was provided may result in the disposition of the animal. The notice shall be delivered personally or by certified mail, return receipt requested. If an owner is unknown or cannot be found, notice shall be made by posting the notice in a conspicuous place at the location where the animal was impounded.

(3) *Reclaim animal.* The owner of an impounded animal, unless otherwise specified in this chapter, shall have the option to pay the violation fines and impoundment fines and retrieve the dogs, once the condition or circumstance causing the impoundment has been cured or corrected. Owners shall have no more than five days from the date of notice to cure or correct the violation, or the dogs shall be deemed unclaimed; this time limit may be extended by animal control, to no more than 20 days. Return to the owner upon payment of fees shall not be an option for animals that are a threat to public safety or health, require quarantine, or where impounded for cruelty, inhumane treatment, dog-fighting, other illegal action, vicious attacks, or other circumstances requiring a hearing under this chapter.

(4) *Appeal hearing.* The animal owner may request, in writing, a hearing within five business days of the date the notice of impoundment was served on such owner or being posted in the case of abandoned dogs. Hearings shall be in accordance with section 5-34. Such request for hearing shall be served upon the Animal Control Officer. If no hearing is requested within the

time limits herein specified and the failure to request such hearing is due in whole or in part to the reasonably avoidable fault of the owner, the right to a hearing shall have been waived.

(5) *Consent agreement.* Prior to release of an animal impounded under these provisions, the owner must enter into a consent agreement providing that, among other things, the animal will be given humane care and veterinary treatment, the animal will not be subject to mistreatment or illegal activity; and the owner will comply with all terms of this Ordinance. Animal control may specify additional terms as required.

(C) *Criminal matters; bond.* The provisions of subsections (a)(4) or (b)(5) of this section shall not apply to an animal that was an object or instrumentality of a crime nor shall any such animal be returned to the owner without the approval of the prosecuting attorney and animal control. If dogs are impounded for violation of O.C.G.A. § 16-12-4 (cruelty to animals) or § 16-12-37 (dogfighting), they shall not be returned to the owner until the case is completed, or unless otherwise ordered by the court. In such cases, the owner shall be required to post a surety bond for the costs of impoundment of the dog for the duration of the proceeding, in the amount of \$2,500.00 per animal impounded, or shall release the animals to animal control for disposal. The surety bond shall be issued by a surety company authorized to transact business in this state, or the bond may be paid in cash. If bond is not posted within 30 days of impoundment, animal control shall apply to the court for permission to dispose of the animal prior to trial of the criminal case as provided by law.

(D) *Owners liable for fees.* In the event an animal is not claimed from impoundment and is therefore destroyed or the animal otherwise dies, and the owner is known, the owner shall still be responsible for the impoundment charges, including boarding fees and veterinary care costs, for the period the animal was held.

Sec. 5-34 APPEAL HEARINGS ON IMPOUNDMENTS

(A) *Procedures.* Within 30 days after receiving a written request for a hearing, the animal control board shall hold a hearing following the procedures established in this chapter:

(1) The scope of the hearing shall be limited to whether the impounding of the animal was authorized under this Ordinance or state law;

(2) If the board finds that the animal was improperly impounded, the animal shall be returned to the owner and the costs incurred in providing reasonable care and treatment for the animal from the date of impoundment to the date of the order shall not be charged to the owner. If the animal is impounded under contract with a third party, the animal shelter shall pay for such costs of boarding and treatment;

(3) If the board finds that the animal was lawfully impounded, the board may (a) recommend the shelter dispose of the animal in accordance with this section or (b) unless, in a prior administrative or legal action, the owner has been found to have failed to provide humane care to an animal, committed cruelty to animals, or engaged in dog fighting in violation of the

laws of this state or of the United States or any of the several states, recommend conditions under which the animal may, upon payment by the owner of all costs of impoundment and care, be returned to the owner. Such conditions shall be reduced to writing and served upon the owner and the animal shelter.

Sec. 5-35 RETURN OF ANIMAL TO OWNER

(A) *Return of animals-at-large.* If the name of the owner of an animal found at large is known or can be obtained with reasonable dispatch, and there are no other violations of this chapter, the animal control officer shall return the animal to the residential address of the owner. If there is no one present, the officer shall impound the animal and leave written notice of whom the owner must contact to reclaim the animal. The owner shall be cited for violation of this Ordinance.

(B) *Return of animals with violations.* If an animal is impounded for a violation, and the procedure for return is not otherwise specified in this chapter, or a hearing is not otherwise requested or required, the animal shall be returned once all fees for the violation and impoundment are paid, and the conditions necessitating the impoundment have been cured or corrected, if applicable.

(C) *Impoundment fees.* An owner reclaiming an impounded animal shall pay a \$30.00 impoundment fee plus a fee of \$15.00 for each day the animal is impounded as a boarding fee if impounded at the shelter or their shelter's then current fees (or the actual costs of impoundment if impounded off-site), and the actual veterinary costs for care of the animal.

(D) *Second impoundment.* An owner reclaiming an impounded animal for a second impoundment within one year shall pay a \$60.00-impoundment fee, plus a fee of \$15.00 for each day the animal is impounded as a boarding fee or the shelter's then current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

(E) *Third and subsequent impoundment.* An owner reclaiming an impounded animal for a third or subsequent impoundment within one year shall pay a \$120.00-impoundment fee, plus a fee of \$15.00 for each day the animal is impounded as a boarding fee or the shelter's then current fees (or the actual costs of impoundment if impounded off-site), plus any actual veterinary costs for care of the animal.

Sec. 5-36 UNCLAIMED ANIMALS

(A) *Disposal of unclaimed animals.* Except as provided below, after five business days any animal unclaimed by its owner, after such owner has been notified of the impoundment of such animal or the conclusion of proceedings before the animal control board, shall be placed for adoption, humanely destroyed in accordance with O.C.G.A. § 4-11-5.1.

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

(C) Disposal of animals without known owners for certain specific violations. If the animal has been impounded pursuant to subsection 5-33 of this chapter and if the owner is unknown or could not be found within 30 days of publication of the notice of impoundment, the animal shelter may dispose of the animal through sale by any commercially feasible means, at a public auction or by sealed bids. If in the opinion of a licensed accredited veterinarian or a veterinarian employed by the state or federal government any animal impounded pursuant to this chapter has a temperament or condition such that euthanasia is the only reasonable course of action, the animal shelter shall dispose of the animal in accordance with O.C.G.A. § 4-11-5.1.

(D) Owners liable for fees. In the event an animal is not claimed from impoundment and is therefore destroyed or the animal otherwise dies, and the owner is known, the owner shall still be responsible for the impoundment charges, including boarding fees and veterinary care costs, for the period the animal was held.

Sec. 5-37 STERILIZATION OF DOGS AND CATS PLACED FOR ADOPTION

(A) Sterilization required. Every sexually mature dog or cat placed for adoption by the animal shelter or a humane society shall be sterilized by a licensed veterinarian within 30 days of the adoption.

(B) Costs. All costs of sterilization incurred by the animal shelter or a humane society shall be included in any fees charged by the animal shelter or humane society for such animal.

(C) Written agreement. Every person adopting a dog or cat shall enter into a written agreement at the time of the adoption with the animal shelter or humane society guaranteeing that sterilization will be performed by a licensed veterinarian within 30 days after the acquisition of such animal in the case of an adult animal or within 30 days of the sexual maturity of the animal in the case of an immature animal. Failure to comply with this agreement shall be a violation for each day beyond 30.

(D) Evidence required. Any person acquiring an animal from the animal shelter or humane society, which animal is not sterile at the time of acquisition, shall submit to the animal shelter or humane society a signed statement from the licensed veterinarian performing the sterilization required by subsection 5-37(a) within seven days after such sterilization attesting that such sterilization has been performed.

(E) List of veterinarians. The animal shelter or humane society shall maintain and furnish to any person acquiring an animal a current list of veterinarians who have notified the animal shelter or humane society that they are willing to perform sterilization and the cost for such procedures.

Sec. 5-38 VARIANCES; APPEALS

(A) *Variances.* Variances may be granted by Animal Control Officer in cases where undue hardship would result from the strict enforcement of this chapter and where the protection of the health and well being of the citizens of the City of Cartersville can be achieved with reasonable mitigating actions. Hardships created by action of the applicant shall not be considered as a justification for a variance. Denial of a request for a variance may be appealed to the animal control board by filing a notice of appeal specifying the grounds for appeal with the animal control board within 15 days of the denial.

(B) *Notice of variance appeal.* Persons who appeal to the animal control board the denial of a variance from any requirement of this Ordinance shall notify adjacent property owners of their application for a variance and the time and location of the hearing on the variance appeal. Adjacent property owners shall be determined by the records of the tax assessor, on the date of the application for variance.

(C) *Appeals.* Any person aggrieved by any decision of an animal control officer or other enforcement officer as it pertains to the classification of a dog, a confiscation of a vicious dog, status as or requirements for maintaining wild or exotic animals, or the calculation of costs may appeal the same to the animal control board by filing an appeal with the board on forms furnished by animal control, within five days of receiving notice of the decision.

(D) *Abandonment of appeal.* Any person who files an appeal but who, after receipt of notice of the hearing, fails to appear at said hearing shall be deemed to have abandoned the appeal and the decision of the animal control officer shall be affirmed.

(E) *Fees for boarding.* The owner filing an appeal shall pay the additional daily boarding fees as established in this chapter during the pendency of the appeal. Failure to pay the fees and costs assessed against the owner, if affirmed by the board, shall constitute an abandonment of any claim to the animal and will result in the animal being placed for adoption or euthanized.

(F) *Finality.* All decisions of the board are final.

Sec. 5-39 – 5-50. Reserved.

ARTICLE VII ORDINANCE VIOLATIONS

Sec. 5-51 ENFORCEMENT

(A) *Authorization.* Animal control officers and law enforcement officers of the various jurisdictions within the city shall be enforcement officials for this chapter. These officials shall have the authority to act on behalf of the city and the participating municipalities and the animal control board in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful action as required to enforce the provisions of this chapter. It shall be a violation of this chapter to interfere with any animal control officer or other enforcement official in the performance of his duties.

(B) *Citations upon affidavit.* Upon the sworn affidavit of any citizens alleging a violation of this chapter, an animal control officer or law enforcement officer may issue a citation to the owner of the animal requiring the owner to appear before the Municipal Court of the City of Cartersville for an adjudication of the complaint on a date and time certain.

(C) *Citation requirements.* Citations issued hereunder shall be personally served upon the person accused. Each citation shall state the time and place at which the accused is to appear for trial.

(D) *Interference with officer.* It shall be a violation of this chapter to interfere with, hinder, disrupt, or obstruct an animal control officer in the performance of his or her duty or the enforcement of this chapter. See also, O.C.G.A. § 4-1-6 for state felony charge for obstruction.

Sec. 5-52 SEARCH AND SEIZURE WARRANTS; INSPECTION WARRANTS

(A) *Search and seizure warrants; inspection warrants.* Animal control officers may apply for search and seizure warrants, or inspection warrants pursuant to O.C.G.A. § 2-2-11 when they reasonably believe a violation of sections 5-16(a) or 5-18 of this chapter is occurring. The officer shall apply to a judge of municipal court only upon cause and with an affidavit particularly describing the place, dwelling, structure, premises, or vehicle to be inspected and the purpose for which the inspection is to be made. In addition, the affidavit shall contain either a statement that consent to inspect has been sought and refused or facts or circumstances reasonably justifying the failure to seek such consent. Cause shall be deemed to exist if there is reason to believe that a condition of nonconformity with the provisions of sections 5-16(a) or 5-18 exists with respect to the particular place, dwelling, structure, premises or vehicle.

Sec. 5- 53 VIOLATIONS AND PENALTIES; REMEDIES

(A) *Violations.* It shall be a violation of this chapter to:

- (1) Fail to comply with any provision of this chapter;
- (2) Fail to comply with any lawful order of an animal control officer or law enforcement officer unless such order is lawfully stayed or reversed; or
- (3) Fail to pay costs imposed by the animal control officer unless payment thereof is lawfully stayed.

(B) *Multiple animals.* When multiple animals are in violation of this chapter or are maintained in circumstances that violate this chapter, each animal shall constitute a separate violation, or in the alternative, a higher fine shall be imposed on the single violation. In addition, multiple violations on the same animal shall result in a higher fine.

(C) *Penalties.* Any person violating the terms of this chapter or rules and regulations promulgated pursuant thereto, may be punished by civil penalty, or by criminal citation and fine, not to exceed \$1,000.00. Separate offenses shall be deemed to be committed on each day during

or on which a violation occurs or continues. Each animal shall constitute a separate offence, and each violation of a specific provision of this Ordinance shall constitute a separate offense.

(D) *Fines; minimum fine amounts.* The following fines may be imposed pursuant to municipal court criminal citation or superior court civil action. The minimum fines imposed under this chapter shall be as listed below and shall be imposed as the minimum fine for listed violations. A higher fine may be imposed at the discretion of the court. Maximum fines shall be \$1,000.00. Higher minimum fine levels shall be imposed for second violations and third and subsequent violations, or for multiple violation circumstances, or aggravating circumstances, as detailed below:

(1) *Table of fines.*

Particular offense	Fine amounts		
	Level I	Level II	Level III
For violation of sections 5-16(a) or 5-18, inhumane care or cruelty	\$ 250.00	\$ 500.00	\$ 750.00
For violation of any other provision of this chapter (other than specifically discussed above)	150.00	300.00	450.00

(2) *Level I.* Fines of Level I are the minimum required for the first violation of this chapter.

(3) *Level II.* Fines of Level II are the minimum required for the second violation of this chapter, and they shall also be imposed when one animal is subject to two or more citations (e.g., a dog with no rabies tag, also running loose). Level II fines shall also be imposed when two or more animals are the subject of one citation (e.g., two dogs running loose).

(4) *Level III.* Fines of Level III are the minimum required for the third or subsequent violation of this chapter. Level III fines shall be imposed when an animal is subject to aggravating circumstances, such as extreme cruelty.

(5) *Repeat citation.* Level II and Level III fines shall be imposed when the same person is cited for further violations of any sort under this chapter, whether they be for the same offense or a different offense, or the same animal or different animals, provided they occur on a separate day.

(E) *Procedure; citations; civil actions.* The animal control office may issue criminal citations to be heard in municipal court with or without a prosecuting attorney as designated by the city attorney. The city attorney or other attorney as designated by the city may bring a civil action in superior court or municipal court as appropriate for civil fines, attorney's fees, injunctive relief to enjoin violations and prohibit future violations, and all other relief necessary to enforce this chapter, including mandamus or abatement of nuisance. The City shall be entitled to its attorney's fees for any successful action brought in superior court. Civil penalties may be

imposed pursuant to citation issued by the animal control officer and heard in municipal court with or without a prosecuting attorney.

(F) *Restitution.* Restitution for any injury inflicted on another by violation of this Ordinance may also be sought as relief and ordered by the magistrate or superior court, including recovery of costs incurred by the city for testing, housing, feeding and other costs.

(G) *Continuing civil penalty.* In the event that an injunction or other equitable relief is instituted against a person under this chapter, and in addition to any finding of contempt by the superior court, the continued violation of the chapter shall result in the accrual of a civil penalty at the rate of at least \$250.00 per day so long as the violation continues. A higher rate may be imposed by the court.

(H) *Notice of felony issues.* Under O.C.G.A. § 4-8-28(c), repeated violations of the dangerous dog provisions can constitute a felony. Such charges shall be referred to the district attorney.

(I) *Additional penalties.* The municipal court and superior court shall be authorized to impose additional penalties for violation of this chapter at its discretion, to include the following:

(1) Confinement up to 60 days jail.

(2) *Training and/or pet education classes.* The Animal Control Officer shall maintain a list of approved training and/or pet education classes for obedience training and for education of pet owners. No training requirement costing more than \$250.00 shall be imposed.

(3) Community service up to 240 hours.

(4) For vicious animal convictions, the person may be required to relinquish control of the animal in question to animal control and the animal will be dealt with in the discretion of the department.

ARTICLE VIII LEGAL PROVISIONS

Sec. 5-54 SEVERABILITY

If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, or if any provision of any part of this Ordinance as applied to any particular situation or set of circumstances be declared invalid, or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance or other circumstances not so held to be invalid. It is hereby declared to be the intent of the Commissioner to provide for separable and devisable parts, and he does hereby readopt any and all parts hereof as may not be held invalid for any reason.

Sec. 5-55 CONFLICT WITH OTHER ORDINANCES.

To the extent any provision of this Ordinance conflicts with any provision of an applicable zoning ordinance or any other ordinance, statute or law, the stricter requirement shall control.

Sec. 5-56 REPEALER.

Upon its effective date, this Ordinance replaces the prior Animal Control Ordinance, adopted _____. In the event this entire Ordinance is struck down as void, unconstitutional or invalid, including therefore this provision, that prior ordinance shall be considered to not have been repealed and shall therefore still be in effect.

2.

It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the ____ day of _____, 2012.

Second Reading and Adoption this the ____ day of _____, 2012.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

11/1/2012 7:00:00 PM

Amendment to Electric Rate Ordinance (revised)

SubCategory:	Second Reading of Ordinances					
Department Name:	Electric					
Department Summary Recommendation:	Attached are rates based on a settlement with large industrial customers. These rates replace a portion of the costs collected by consumption with a percentage of billed amount. If approved, the outdoor lighting rates will take affect November 20 while the metered consumption rates will take affect February 19, 2013 due to billing system reprogramming.					
	The changes are summarized in the following table:					
	Rate 2011	Current ¢/kWh	COS Proposed ¢/kWh	Change	Settlement ¢/kWh	Change
	Residential	10.43	10.84	4.0%	11.20	7.4%
	Small Gen Service	15.35	15.97	4.0%	16.81	9.5%
	City Government	9.76	9.94	1.9%	10.40	6.6%
	Small Power	10.94	10.65	-2.6%	11.65	6.6%
	Medium Power	8.91	8.50	-4.7%	9.05	1.5%
	Large Power	7.00	7.51	7.3%	7.24	3.4%
	Extra Large Power	5.99	6.37	6.3%	6.13	2.3%
Economic Dev.	6.00	6.98	16.3%	6.96	16.0%	
The concept of distributing costs as a percentage of billed amount is sound; however, these rates are not recommended for the following reasons:						
1. The Settlement rates are not based on cost. The 60% of total large industrial consumption will be subsidized by the 40% of residential, commercial, and small industrial consumption.						
2. Residential, commercial, and small industrial rates will be essentially the same as Georgia Power; therefore, 98.7% of our customers will no longer see a price benefit of public power.						
3. Georgia Power is expected to reduce their Fuel Cost Recovery again in January. At this point, our residential, commercial, and small industrial rates will be higher than our competitor.						
4. Georgia Power’s hidden industrial incentive rates require the customer to curtail during peak times to achieve discounts; the Settlement rates require no action from large industrial customers.						
Cover Memo						
	Item # 3					

City Manager's Remarks:	This ordinance is altered in final form. It changes the power cost adjustment per last meetin's discussion and authorizes the Electric Director to adjust the PCA. If you are in agreement with these changes the ordinance needs to be adopted as amended on final reading.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A



RESIDENTIAL POWER SERVICE, RP-4

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	1.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all domestic uses of a residential customer in a separately metered single family or multifamily dwelling unit.

TYPE OF SERVICE:

Power normally supplied under this rate shall be 115/230 volts, single phase, 60 hertz. Three-phase service may be furnished, where available.

MONTHLY RATE:

Administrative Charge \$10.00
Energy Charge:

SUMMER – June through September Billing

First 650 kWh 8.4¢ per kWh
Next 350 kWh 9.6¢ per kWh
Over 1,000 kWh 11.6¢ per kWh

WINTER – October through May Billing

First 650 kWh 8.4¢ per kWh
Next 350 kWh 8.0¢ per kWh
Over 1,000 kWh 7.6¢ per kWh

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



TEMPORARY POWER SERVICE, TP-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	3.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all construction uses and temporary uses such as fairs, carnivals, Christmas tree stands, and similar locations and structures where such service will be for less than 12 months duration.

A high load factor customer served under this rate schedule may petition CES to be reclassified to the Small Power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$15.00
 Energy Charge..... 14.6¢ per kWh

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



CUSTOMER-OWNED LIGHTING SERVICE, COL-5

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after November 20, 2012	12.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), mercury vapor (MV), or florescent (FL) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to billboards and other external customer-owned outdoor lighting served unmetered. Enclosed signs and other internal lighting are not applicable under this tariff.

MONTHLY RATES:

<u>Lamp Size</u>	<u>Monthly kWh</u>	<u>Controlled Energy</u>	<u>Continuous Burning</u>
50W	26	\$1.60	\$3.45
70W	32	\$2.00	\$4.23
75W	34	\$2.10	\$4.50
100W	42	\$2.55	\$5.55
150W	62	\$3.70	\$8.15
175W	66	\$3.95	\$8.69
200W	83	\$5.05	\$10.98
250W	108	\$6.45	\$14.27
360W	147	\$8.80	\$19.39
400W	156	\$9.20	\$20.56
700W	250	\$14.95	\$32.89
1000W	380	\$22.45	\$50.06
1500W	578	\$34.65	\$76.12

MINIMUM MONTHLY BILL:

The minimum monthly bill is \$8.50.

TERM OF CONTRACT:

The term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half (1/2) of the estimated maximum annual revenue expected to occur during the term of the contract.

MANDATORY RIDERS:

This tariff is not subject to the Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



CITY GOVERNMENT LIGHTING SERVICE, CGL-5

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after November 20, 2012	13.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), or mercury vapor (MV) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to public street lighting and traffic signals.

MONTHLY RATES:

HIGH PRESSURE SODIUM

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
100W	Open Bottom	\$9.00	250W	Parking Lot	\$17.50
100W	Cobrahead	\$9.00	400W	Cobrahead	\$17.00
150W	Cobrahead	\$11.00	400W	Directional Flood	\$19.00
150W	Post Top	\$11.00	400W	Parking Lot	\$21.00
250W	Cobrahead	\$13.50	1000W	Directional Flood	\$27.00
250W	Directional Flood	\$15.50	1000W	Parking Lot	\$27.00

MERCURY VAPOR*

<u>Size</u>	<u>Type</u>	<u>Rate</u>	
175W	Open Bottom	\$9.50	*These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.
175W	Cobrahead	\$10.00	
400W	Cobrahead	\$16.00	

METAL HALIDE**

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
250W	Directional Flood	\$25.00	1000W	Directional Flood	\$37.00
250W	Parking Lot	\$25.00	1000W	Parking Lot	\$37.00
400W	Directional Flood	\$30.00	1500W	Sports Lighting	\$43.00
400W	Parking Lot	\$30.00	**Not approved for roadway use.		

CITY GOVERNMENT LIGHTING SERVICE, CGL-5 (continued)

<u>PAGE</u> 2 of 2		<u>PAGE</u> 13.10
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MONTHLY RATES (continued):

POLES

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$2.00	40'	Wood	\$2.50
20'	Acorn Decorative	\$2.00	30'	Shoebox Decorative	\$1.50
20'	Salem Aluminum	\$1.50	35'	Shoebox Decorative	\$2.00
30'	Wood	\$1.50	40'	Shoebox Decorative	\$2.50
35'	Wood	\$2.00	40'	Cobrahead Decorative	\$2.50

TRAFFIC SIGNALS

	<u>Traffic Signal</u>	<u>Traffic Flasher</u>	<u>School Flasher</u>
Basic Service Charge per Head (CES provides relamping)	\$1.75	\$2.75	\$4.75
Basic Service Charge per Head (Customer provides relamping)	\$1.00	\$1.75	\$2.50

POLE INSTALLATION CHARGE:

A non-refundable contribution to construction will be required of developers/subdividers for CES to set a pole or poles in providing city street lighting.

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$1400.00	40'	Wood	\$300.00
20'	Acorn Decorative	\$1400.00	30'	Shoebox Decorative	\$600.00
20'	Salem Aluminum	\$400.00	35'	Shoebox Decorative	\$750.00
30'	Wood	\$300.00	40'	Shoebox Decorative	\$900.00
35'	Wood	\$300.00	40'	Cobrahead Decorative	\$1000.00

TERM OF CONTRACT:

The term is a minimum of five (5) years.

MANDATORY RIDERS:

This tariff is not subject to the Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



MEDIUM ECONOMIC DEVELOPMENT, MED-5

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	15.00

AVAILABILITY:

Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) New or expanded electric service which is added to the CES system.
- 2) Non-coincident metered demand.
- 3) Delivered at one service point.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$150.00
 Demand Charge \$4.00 per kW of Billing Demand
 Energy Charge:

**Consumption (kWh) not greater than 200 hours
times the Metered Demand:**

All kWh 5.4¢ per kWh

**Consumption (kWh) in excess of 200 hours and
not greater than 400 hours times the Metered Demand:**

All kWh 4.4¢ per kWh

**Consumption (kWh) in excess of 400 hours
times the Metered Demand:**

All kWh 4.0¢ per kWh

MEDIUM ECONOMIC DEVELOPMENT, MED-5 (continued)

PAGE 2 of 2		PAGE 15.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The Billing Demand shall be based on the highest thirty-minute kW measurement and shall be the greater of the customer's metered demand in the current billing month or the maximum demand metered during the prior eleven months including the current billing month. However, in no case shall the Billing Demand be less than 200 kW. Until such time as the Billing Demand can be determined, an estimate will be used by CES for billing purposes that shall be not less than the maximum metered demand for the current billing month.

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.

TERM:

Maximum term of initial five (5) years or as stated in contract.

TERMS AND CONDITIONS:

Service under this tariff may be discontinued and applicable load placed on the standard applicable tariff if, in the opinion of CES, the customer violates any of the following:

- 1) Any two payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
- 2) Electric service furnished is resold.
- 3) More than one (1) delivery point or more than one (1) standard voltage is required.
- 4) Applicable load increase is less than 200 kW.
- 5) Monthly peak demand is coincident with CES' monthly peak demand.
- 6) Character of service does not meet criteria of this tariff.



LARGE POWER TIME OF USE, LP-TOU-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	18.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Optional to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than or equal to 1,000 kW and less than 3,500 kW as defined in the Billing Demand section of this tariff.
- 2) The customer may switch to another appropriate tariff following 12 months of service on this tariff.
- 3) Customer must request this rate in writing.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$400.00
 Demand Charge \$1.50 per kW of Billing Demand
 Energy Charge:

SUMMER – April through October consumption (kWh):

Peak 1 35.47¢ per kWh
 Four-hour period from 1:00 P.M. through 5:00 P.M. for July and August only

Peak 2 8.55¢ per kWh
 Eight-hour period from 11:00 A.M. through 7:00 P.M. not including Peak 1 hours

Off-Peak 4.13¢ per kWh
 All other hours

WINTER – November through March consumption (kWh):

Peak 3 7.66¢ per kWh
 Four-hour period from 6:00 A.M. through 10:00 A.M.

Off-Peak 4.17¢ per kWh
 All other hours

LARGE POWER TIME OF USE, LP-TOU-2 (continued)

<u>PAGE</u> 2 of 2		<u>PAGE</u> 18.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

PEAK RATING PERIODS:

Peak rating periods occur on weekdays only and do not apply on national holidays of the United States of America. Peak periods are stated in Eastern Standard or Daylight Times, whichever is currently in effect.

There are ten national holidays of the United States of America observed by this tariff. Dates that fall on a weekend day will roll to the date observed by the State of Georgia.

New Year's Day – January 1	Labor Day – September, first Monday
M. L. King Jr.'s Birthday – January 16	Columbus Day – October 8
Washington's Birthday – February 22	Veterans Day – November 11
Memorial Day – May, last Monday	Thanksgiving Day – November, fourth Thursday
Independence Day – July 4	Christmas Day – December 25

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

The Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 950 kW (95% of 1,000 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



EXTRA LARGE POWER TIME OF USE, XLP-TOU-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	19.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Optional to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than or equal to 3,500 kW as defined in the Billing Demand section of this tariff.
- 2) The customer may switch to another appropriate tariff following 12 months of service on this tariff.
- 3) Customer must request this rate in writing.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$400.00
 Demand Charge \$1.50 per kW of Billing Demand
 Energy Charge:

SUMMER – April through October consumption (kWh):

Peak 1 31.89¢ per kWh
 Four-hour period from 1:00 P.M. through 5:00 P.M. for July and August only

Peak 2 7.69¢ per kWh
 Eight-hour period from 11:00 A.M. through 7:00 P.M. not including Peak 1 hours

Off-Peak 3.72¢ per kWh
 All other hours

WINTER – November through March consumption (kWh):

Peak 3 6.89¢ per kWh
 Four-hour period from 6:00 A.M. through 10:00 A.M.

Off-Peak 3.74¢ per kWh
 All other hours

EXTRA LARGE POWER TIME OF USE, XLP-TOU-2 (continued)

PAGE 2 of 2		PAGE 19.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

PEAK RATING PERIODS:

Peak rating periods occur on weekdays only and do not apply on national holidays of the United States of America. Peak periods are stated in Eastern Standard or Daylight Times, whichever is currently in effect.

There are ten national holidays of the United States of America observed by this tariff. Dates that fall on a weekend day will roll to the date observed by the State of Georgia.

New Year's Day – January 1

M. L. King Jr.'s Birthday – January 16

Washington's Birthday – February 22

Memorial Day – May, last Monday

Independence Day – July 4

Labor Day – September, first Monday

Columbus Day – October 8

Veterans Day – November 11

Thanksgiving Day – November, fourth Thursday

Christmas Day – December 25

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

The Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 3,325 kW (95% of 3,500 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



POWER COST ADJUSTMENT RIDER, PCA-5

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	21.00

APPLICABILITY:

Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the Power Cost Adjustment (PCA) Rider is referenced.

PURPOSE:

To assure that the cost of power purchased by the City from the Municipal Electric Authority of Georgia (MEAG), the Southeastern Power Association (SEPA), and/or any other source is fully recovered by revenues received from retail electric customers.

MONTHLY RATE:

The electric rate tariffs include a set amount of power supply costs. Variances from this set amount, either in excess or in shortfall, shall be collected from or refunded to each of the City's standard metered electric customers using a fixed and variable basis.

Fixed PCA: The base electric rate tariffs shall be increased by 13.8%. The base electric rate is the sum of the Administration Charge, Demand Charge, and Energy Charge. This amount shall be reviewed upon each Cost of Service study and modified as necessary by the City Council.

Variable PCA: The electric rate tariffs shall be increased or decreased on an equal per kWh basis. This amount shall be reviewed monthly and modified as necessary by the Electric Director. In order to keep month-to-month fluctuations reasonable, a levelizing technique may be applied provided the total variance approximately equals the total collected during each fiscal year.



DISTRIBUTED GENERATION ENERGY “A” RIDER, DGEA-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	25.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Customers desiring to interconnect and/or sell electrical energy to CES produced by a distributed generation facility must be eligible for participation.

A distributed generation facility must:

- 1) Be owned and operated by an electrical customer of CES for production of electric energy; and,
- 2) Be located on the customer's premises; and,
- 3) Be connected to and operate in parallel with CES's distribution facilities; and,
- 4) Be intended primarily to offset part or all of the customer's requirement for electricity; and,
- 5) Be a "Renewable Energy Source" as defined by the State of Georgia such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program.

TYPE OF SERVICE:

Power accepted under this rider shall conform to power quality requirements as outlined in the distributed generation agreement between the customer and the City of Cartersville.

METERING:

Bi-directional metering uses one (1) meter to separately measure both the flow of electricity from the utility to the customer and the flow of electricity from the customer to the utility. Bi-directional metering shall be used where distributed generation facilities are connected on the customer's side of the utility meter.

PAYMENT FOR ENERGY:

Payment for electricity shall be consistent with The Georgia Cogeneration and Distributed Generation Act of 2001 (OCGA § 46-3-50).

Bi-directional metering:

- CES shall own the bi-directional meter. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be billed an administration charge each billing period and credited for energy delivered to CES in accordance with the distributed generation energy rider.

DISTRIBUTED GENERATION ENERGY “A” RIDER, DGEA-2 (cont’d)

PAGE 2 of 2		PAGE 25.10
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MONTHLY RATE:

Administrative Charge \$0.00

Distributed Generation Energy Credit Avoided Energy Cost plus 1.5¢ per kWh

AVOIDED ENERGY COST:

CES's avoided energy cost is the wholesale market cost provided by MEAG. The Avoided Energy Cost will change each year with January's consumption and extend through December's consumption at the average hourly price of the previous calendar year. If, in the opinion of CES, the variance of the current wholesale market cost becomes permanently excessive compared to the wholesale market cost of the previous calendar year, the avoided energy cost may be adjusted to reflect current conditions prior to the next scheduled January adjustment.

TERMS AND CONDITIONS:

- 1) An Electrical Interconnection and Power Exchange Agreement is required prior to service being initiated under this rider.
- 2) Any costs for application review, metering, engineering, or installation will be paid by the customer prior to service being initiated under this rider.
- 3) CES is not obligated to permit interconnection or to purchase energy from a distributed generation facility that does not meet the requirements above or that has a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.
- 4) CES will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals 0.2% of the City's annual peak demand in the previous year. CES may purchase, but is not obligated to purchase, additional energy at a cost agreed to by it and the customer.
- 5) CES reserves the right to inspect and test customer's equipment at any time to ensure proper operation, compliance with safety requirements, or compliance with power quality requirements. CES may separate customer generation from utility system when, as determined by CES, customer system is unsafe or not in compliance.
- 6) CES reserves the right to separate customer generation from utility system when, as determined by CES, continued parallel operation with distribution system is unsafe or may cause damage to persons or property or when working on de-energized lines to isolate all sources of generation.
- 7) If utility service to customer is disconnected for any reason, distributed generation service will also be disconnected.
- 8) CES shall not be liable to any person, directly or indirectly, for loss of property, injury, or death resulting from the interconnection of a cogenerator or distributed generation facility to its electrical system.



DISTRIBUTED GENERATION ENERGY “B” RIDER, DGEB-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	26.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Customers desiring to interconnect and/or sell electrical energy to CES produced by a distributed generation facility must be eligible for participation.

A distributed generation facility must:

- 1) Be owned and operated by an electrical customer of CES for production of electric energy; and,
- 2) Be located on the customer's premises; and,
- 3) Be connected to and operate in parallel with CES's distribution facilities; and,
- 4) Be intended primarily to offset part or all of the customer's requirement for electricity; and,
- 5) Be a "Renewable Energy Source" as defined by the State of Georgia such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program.

TYPE OF SERVICE:

Power accepted under this rider shall conform to power quality requirements as outlined in the distributed generation agreement between the customer and the City of Cartersville.

METERING:

Single directional metering uses two (2) meters and is used where the generation facilities are not located on the customer's side of the utility meter. One meter measures the flow of electricity from the utility to the customer for the non-generating facility and the other meter measures the flow of electricity from the customer to the utility for the generating facility.

PAYMENT FOR ENERGY:

Payment for electricity shall be consistent with The Georgia Cogeneration and Distributed Generation Act of 2001 (OCGA § 46-3-50).

Single directional metering:

- CES shall own both single directional meters. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be billed an administration charge each billing period and credited for energy delivered to CES in accordance with the distributed generation energy rider.

DISTRIBUTED GENERATION ENERGY “B” RIDER, DGEB-2 (cont’d)

PAGE 2 of 2		PAGE 26.10
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MONTHLY RATE:

Administrative Charge \$10.00

Distributed Generation Energy Credit Avoided Energy Cost plus 1.5¢ per kWh

AVOIDED ENERGY COST:

CES's avoided energy cost is the wholesale market cost provided by MEAG. The Avoided Energy Cost will change each year with January's consumption and extend through December's consumption at the average hourly price of the previous calendar year. If, in the opinion of CES, the variance of the current wholesale market cost becomes permanently excessive compared to the wholesale market cost of the previous calendar year, the avoided energy cost may be adjusted to reflect current conditions prior to the next scheduled January adjustment.

TERMS AND CONDITIONS:

- 1) An Electrical Interconnection and Power Exchange Agreement is required prior to service being initiated under this rider.
- 2) Any costs for application review, metering, engineering, or installation will be paid by the customer prior to service being initiated under this rider.
- 3) CES is not obligated to permit interconnection or to purchase energy from a distributed generation facility that does not meet the requirements above or that has a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.
- 4) CES will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals 0.2% of the City's annual peak demand in the previous year. CES may purchase, but is not obligated to purchase, additional energy at a cost agreed to by it and the customer.
- 5) CES reserves the right to inspect and test customer's equipment at any time to ensure proper operation, compliance with safety requirements, or compliance with power quality requirements. CES may separate customer generation from utility system when, as determined by CES, customer system is unsafe or not in compliance.
- 6) CES reserves the right to separate customer generation from utility system when, as determined by CES, continued parallel operation with distribution system is unsafe or may cause damage to persons or property or when working on de-energized lines to isolate all sources of generation.
- 7) If utility service to customer is disconnected for any reason, distributed generation service will also be disconnected.
- 8) CES shall not be liable to any person, directly or indirectly, for loss of property, injury, or death resulting from the interconnection of a cogenerator or distributed generation facility to its electrical system.



ECONOMIC DEVELOPMENT INCENTIVE RIDER, EDI-1

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	29.00

AVAILABILITY:

Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) New or expanded electric service which is added to the CES system.
- 2) Non-coincident metered demand.
- 3) Minimum monthly metered demand is 200 kW.
- 4) Delivered at one service point.

MONTHLY RATE:

The electric rate of an applicable tariff, excluding any charges under the effective Excess Facilities Charge (EFC) Rider, shall be decreased by a percentage amount in the following format:

Year 1	25% discount
Year 2	20% discount
Year 3	15% discount
Year 4	10% discount
Year 5	5% discount

TERM:

Maximum term of initial five (5) years or as stated in contract.

TERMS AND CONDITIONS:

Discounts under this rider may be discontinued if, in the opinion of CES, the customer violates any of the following:

- 1) Any two payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
- 2) Electric service furnished is resold.
- 3) More than one (1) delivery point or more than one (1) standard voltage is required.
- 4) Applicable load increase is less than 200 kW.
- 5) Monthly peak demand is coincident with CES' monthly peak demand.
- 6) Character of service does not meet criteria of this tariff.



SMALL GENERAL SERVICE, SG-3

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	4.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to non-residential customers where monthly energy consumption is less than 3,000 kWh's per month. A high load factor customer served under this rate schedule may petition CES to be reclassified to the Small Power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$15.00
Energy Charge:

SUMMER – June through September Billing

All kWh 14.6¢ per kWh

WINTER – October through May Billing

All kWh 12.6¢ per kWh

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



FLAT POWER SERVICE, FP-3

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	5.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to small unmetered loads and related non-kWh services.

- 1) Unmetered service will be rendered only at locations that, in the sole opinion of CES, are not suitable to be metered and unmetered service represents the best practice. CES may at its' option install metering equipment to measure actual usage. This tariff is applicable to cable television amplifiers and power supplies, tornado sirens, and similar loads.
- 2) Related non-kWh services will be billed as requested by the customer. This tariff is applicable to surge protection service and similar services.

TYPE OF SERVICE:

Unmetered power normally supplied under this rate shall be 115 volts, single phase, 60 hertz.

MONTHLY RATE:

Energy Charge: Due to variety, a monthly dollar amount will be calculated independently for each type load based on estimated usage and usage patterns.

MINIMUM MONTHLY BILL:

The minimum monthly bill is \$8.50.

TERM OF CONTRACT:

Unless otherwise specified in a signed contract, the term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half (1/2) of the estimated maximum annual revenue expected to occur during the term of the contract.

MANDATORY RIDERS:

This tariff is not subject to the Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



CITY GOVERNMENT SERVICE, CG-3

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	6.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all facilities owned, leased by, or operated by the City of Cartersville for the provision of municipal services including, but not limited to, schools, utilities, fire and police protection, solid waste disposal, and general office functions.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$15.00
 Energy Charge 9.0¢ per kWh

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



SMALL POWER SERVICE, SP-3

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	7.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be less than or equal to 100 kW as defined in the Billing Demand section of this tariff.
- 2) Average monthly energy consumption shall be greater than or equal to 3,000 kWh's based on the most recent 12 months' data, where available.
- 3) In the event that average monthly energy consumption becomes permanently less than 3,000 kWh's, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$30.00
 Demand Charge \$2.50 per kW of Billing Demand
 Energy Charge:

**Consumption (kWh) not greater than 200 hours
times the billing demand:**

First 6,000 kWh 11.2¢ per kWh
 Over 6,000 kWh 10.4¢ per kWh

**Consumption (kWh) in excess of 200 hours and
not greater than 400 hours times the billing demand:**

All kWh 4.4¢ per kWh

**Consumption (kWh) in excess of 400 hours and
not greater than 600 hours times the billing demand:**

All kWh 4.0¢ per kWh

**Consumption (kWh) in excess of 600 hours
times the billing demand:**

All kWh 3.8¢ per kWh

SMALL POWER SERVICE, SP-3 (continued)

PAGE 2 of 2			PAGE 7.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand in excess of 10 kW, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 10 kW.

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



MEDIUM POWER SERVICE, MP-3

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE NO.</u>
1 of 2	Bills Rendered on or after February 19, 2013	8.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than 100 kW and less than 1,000 kW as defined in the Billing Demand section of this tariff.
- 2) In the event that Billing Demand becomes permanently less than 100 kW, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$60.00
 Demand Charge \$2.75 per kW of Billing Demand
 Energy Charge:

Consumption (kWh) not greater than 200 hours times the billing demand:

First 20,000 kWh 9.8¢ per kWh
 Over 20,000 kWh 9.0¢ per kWh

Consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand:

All kWh 4.4¢ per kWh

Consumption (kWh) in excess of 400 hours and not greater than 600 hours times the billing demand:

All kWh 4.0¢ per kWh

Consumption (kWh) in excess of 600 hours times the billing demand:

All kWh 3.8¢ per kWh

MEDIUM POWER SERVICE, MP-3 (continued)

PAGE 2 of 2		PAGE 8.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand in excess of 30 kW, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 95 kW (95% of 100 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



LARGE POWER SERVICE, LP-4

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	9.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than or equal to 1,000 kW and less than 3,500 kW as defined in the Billing Demand section of this tariff.
- 2) In the event that Billing Demand becomes permanently less than 1,000 kW, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$150.00
 Demand Charge \$3.00 per kW of Billing Demand
 Energy Charge:

Consumption (kWh) not greater than 200 hours times the billing demand:

First 200,000 kWh 7.6¢ per kWh
 Over 200,000 kWh 6.6¢ per kWh

Consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand:

All kWh 4.4¢ per kWh

Consumption (kWh) in excess of 400 hours and not greater than 600 hours times the billing demand:

All kWh 4.0¢ per kWh

All consumption (kWh) in excess of 600 hours times the billing demand:

All kWh 3.8¢ per kWh

LARGE POWER SERVICE, LP-4 (continued)

PAGE 2 of 2		PAGE 9.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 950 kW (95% of 1,000 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



EXTRA LARGE POWER SERVICE, XLP-3

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after February 19, 2013	10.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

- 1) Billing demand for the current month and the preceding 11 months must be greater than or equal to 3,500 kW as defined in the Billing Demand section of this tariff.
- 2) In the event that Billing Demand becomes permanently less than 3,500 kW, the customer may switch to the appropriate tariff following 12 months of service on this tariff.

TYPE OF SERVICE:

Three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

Administrative Charge \$200.00
 Demand Charge \$3.25 per kW of Billing Demand
 Energy Charge:

**Consumption (kWh) not greater than 200 hours
times the billing demand:**

First 700,000 kWh 6.6¢ per kWh
 Over 700,000 kWh 5.6¢ per kWh

**Consumption (kWh) in excess of 200 hours and
not greater than 400 hours times the billing demand:**

All kWh 4.4¢ per kWh

**Consumption (kWh) in excess of 400 hours and
not greater than 600 hours times the billing demand:**

All kWh 4.0¢ per kWh

**Consumption (kWh) in excess of 600 hours
times the billing demand:**

All kWh 3.8¢ per kWh

EXTRA LARGE POWER SERVICE, XLP-3 (continued)

PAGE 2 of 2		PAGE 10.10
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MINIMUM MONTHLY BILL:

Administrative Charge, plus \$7.00 per kW of Billing Demand, plus Reactive Demand Charges, plus charges in any applicable rider.

MANDATORY RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

BILLING DEMAND:

The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the Billing Demand shall be the greater of:

- 1) The current actual demand; or
- 2) Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September); or
- 3) Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the Billing Demand shall be the greater of:

- 1) Ninety-Five percent (95%) of the highest summer month (June through September); or
- 2) Sixty percent (60%) of the highest winter month (October through May), including the current month.

However, in no case shall the Billing Demand be less than the greater of:

- 1) The Contract Minimum Demand; or
- 2) Fifty-percent (50%) of the contract capacity; or
- 3) 3,325 kW (95% of 3,500 kW).

REACTIVE DEMAND:

Where there is an indication of a power factor of less than 95% lagging, CES may at its' option install metering equipment to measure Reactive Demand. The Reactive Demand is the highest 30-minute kVAR measured during the month. The Excess Reactive Demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill Excess Reactive Demand at the rate of \$0.33 per excess kVAR.



AREA LIGHTING SERVICE, ALS-6

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 2	Bills Rendered on or after November 20, 2012	11.00

AVAILABILITY:

Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.

APPLICABILITY:

Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), or mercury vapor (MV) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to outdoor lighting installed, owned and maintained by CES for residential, commercial, or industrial use.

MONTHLY RATES:

HIGH PRESSURE SODIUM

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
100W	Open Bottom.....	\$10.00	250W	Parking Lot	\$24.50
100W	Cobrahead.....	\$11.00	400W	Cobrahead	\$18.00
150W	Cobrahead.....	\$13.00	400W	Directional Flood	\$23.50
150W	Post Top.....	\$13.00	400W	Parking Lot	\$30.50
250W	Cobrahead.....	\$16.00	1000W	Directional Flood	\$38.50
250W	Directional Flood.....	\$18.50	1000W	Parking Lot	\$38.50

MERCURY VAPOR*

<u>Size</u>	<u>Type</u>	<u>Rate</u>	
175W	Open Bottom	\$10.00	*These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.
175W	Cobrahead	\$11.50	
400W	Cobrahead	\$18.50	

METAL HALIDE

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
250W	Directional Flood	\$28.50	400W	Parking Lot	\$34.00
250W	Parking Lot	\$28.50	1000W	Directional Flood	\$40.00
400W	Directional Flood	\$34.00	1000W	Parking Lot	\$40.00

AREA LIGHTING SERVICE, ALS-6 (continued)

PAGE 2 of 2		PAGE 11.10
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MONTHLY RATES (continued):

POLES

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$2.00	40'	Wood	\$2.50
20'	Acorn Decorative	\$2.00	30'	Shoebox Decorative	\$1.50
20'	Salem Aluminum	\$1.50	35'	Shoebox Decorative	\$2.00
30'	Wood	\$1.50	40'	Shoebox Decorative	\$2.50
35'	Wood	\$2.00	40'	Cobrahead Decorative	\$2.50

POLE INSTALLATION CHARGE:

A non-refundable contribution to construction will be required if it is necessary for CES to set a pole or poles in providing leased lighting.

<u>Size</u>	<u>Type</u>	<u>Rate</u>	<u>Size</u>	<u>Type</u>	<u>Rate</u>
14'	Acorn Decorative	\$1000.00	40'	Wood	\$150.00
20'	Acorn Decorative	\$1000.00	30'	Shoebox Decorative	\$600.00
20'	Salem Aluminum	\$200.00	35'	Shoebox Decorative	\$750.00
30'	Wood	\$150.00	40'	Shoebox Decorative	\$900.00
35'	Wood	\$150.00	40'	Cobrahead Decorative	\$1000.00

If the customer requires CES to install light fixtures on other CES poles, the customer may be required to pay a contribution to construction to meet a 3 to 1 annual revenue ratio.

OUTDOOR LIGHTING SERVICE INSTALLED BEYOND THE BILLING METER:

<u>Size</u>	<u>Discount Per Fixture</u>	<u>Size</u>	<u>Discount Per Fixture</u>
100W	\$1.81	250W	\$4.65
150W	\$2.66	400W	\$6.71
175W	\$2.84	1000W	\$16.35

TERM OF CONTRACT:

The term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half (1/2) of the estimated maximum annual revenue expected to occur during the term of the contract.

MANDATORY RIDERS:

This tariff is not subject to the Power Cost Adjustment Rider.

OPTIONAL RIDERS:

The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.



City of Cartersville

City Council Meeting

11/1/2012 7:00:00 PM

Amendment to Budget Ordinance for Fiscal Year 2011-12

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recommendation:	After completion of the Fiscal Year 2011-12 close, the general fund and special revenue fund budgets need to be amended. By amending these budgets, the city's general fund and special revenue funds will be in compliance with Generally Accepted Accounting Principles (GAAP). These adjustments reflect the necessary changes needed to keep the budgets of these funds at a zero based level (revenues equal expenses) for the fiscal year. I recommend approval of this ordinance amendment.
City Manager's Remarks:	This is standard practice at year end. This item is "budget neutral". This item is unchanged from last meeting. Your approval of the amendment is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	

**Ordinance
of the
City of Cartersville, Georgia**

Ordinance No.

NOW BE IT HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA that the Annual Budget of the City of Cartersville for the fiscal year 2011-2012 be amended as follows:

2011 - 2012 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$43,053,130.00	
Expenditures:		
Legislative		\$19,807,600.00
Administration		\$ 982,820.00
Finance Dept.		\$ 1,037,500.00
City Clerk Dept.		\$ 681,235.00
Police		\$ 5,132,655.00
Fire		\$ 5,922,735.00
Public Works		\$ 2,633,825.00
Recreation		\$ 3,041,200.00
Planning & Development		\$ 813,560.00

Special Revenue Funds

Police Forfeiture Assets – Federal Funds

Revenues

210-2110-36-1001	Interest Income	\$1,000.00
210-2110-35-1300	Confiscated/Forfeited Funds – Federal	\$312,425.00
	Prior Years Carryover	\$1,000,000.00

Expenditures

210-2110-53-1122	Computer Equipment	\$8,245.00
210-2110-53-1172	DEA Expenses (Federal)	\$75,270.00
210-2110-53-1110	Office Equipment & Supplies	\$4,330.00
210-2110-53-1112	Minor Office Equipment	\$430.00
210-2110-52-3210	Communications – Phones & Internet	\$46,870.00
210-2110-52-3532	Employee Education-Highlands College	\$40 .00
210-2110-52-3531	Employee Training	\$2,740.00
210-2110-54-2201	Vehicles	\$175,500.00
	Transfer to SPLOST 2007 Fund	\$1,000,000.00

Police Forfeiture Assets – State Funds

Revenues

211-2120-35-1300	State Forfeitures	\$3,000.00
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Expenditures

211-2120-53-1172	State Expenses	\$3,000.00
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Grant Funds**Revenues**

340-9200-39-1025	Transfer from General Fund	\$1,200.00
340-9200-33-4350	GDOT Grant-South Hangar Paving	\$14,275.00
340-9200-33-4413	Supplemental Disaster Recovery Grant	\$317,785.00
340-9200-33-4444	DNR Grant-Pettitt Creek Trail Phase II	\$123,325.00
340-9200-33-4445	Energy Efficiency Grant	\$288,740.00

Expenditures

340-9200-54-1307	Pettit Creek Trail – Phase II	\$123,325.00
340-9200-54-2316	Supplemental Disaster Recovery Grant	\$317,785.00
340-9200-54-2318	Energy Efficiency Grant	\$288,735.00
340-9200-54-2323	Blue Trail Canoe/Kayak Launch	\$15,480.00

Development Agreement**Revenues**

270-2410-37-1000	Public Safety Development Agreement	\$2,500.00
270-5110-37-1000	Recreation Development Agreement	\$2,500.00

Expenditures

270-2410-52-1316	Public Safety Development Fee Expense	\$2,500.00
270-5110-52-1316	Development Agreement-Recreation Exp	\$2,500.00

Impact Fees**Revenues**

	Prior Year Carryover-Library	\$29,395.00
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Expenditures

271-6120-57-1020	Impact Fee Exp-Library	\$29,395.00
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Hotel/Motel Tax**Revenues**

275-1140-31-4100	Hotel – Motel Tax	\$420,025.00
275-1140-31-4110	Hotel/Motel Tax Penalties	\$140.00

Expenditures

275-1140-61-1100	Transfer Out to General Fund	\$175,035.00
275-1140-57-1060	Cartersville-Bartow Tourism Council	\$245,130.00

Motor Vehicle Rental Tax**Revenues**

280-1150-31-4400	Motor Vehicle Rental Tax	\$49,585.00
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Expenses

280-1150-57-1070	Downtown Development Authority	\$29,585.00
280-1150-52-1303	Prof Services-Econ Dev Sal & Benefits	\$20,000.00

SPLOST 2003**Revenues**

321-9100-33-7110	GA DOT Reimbursement	\$200,000.00
321-9100-36-1011	Interest-2003 SPLOST Bank Account	\$ 1,300.00
321-9100-36-1022	Interest-1 st Union Investments	\$61,330.00
	Prior Year Carryover	\$1,825,370.00

Expenditures

321-9100-54-1601	Douthit Multi-Lane	\$202,000.00
321-9100-54-1603	Main Street Gateway	\$1,082,000.00
321-9100-54-1604	Street Milling and Resurfacing	\$245,000.00
321-9100-54-1608	Storm Water	\$45,000.00
321-9100-54-1612	GIS Installation	\$8,400.00
321-9100-54-1615	Misc Intersections	\$195,000.00
321-9100-54-1620	West Ave Intersection Improvements	\$2,600.00
321-9100-54-1621	Main St to Center Rd-16" Water Main	\$308,000.00

SPLOST 2007**Revenues**

322-9300-36-1010	Interest Income	\$36,710.00
322-9300-33-7100	SPLOST 2007 Revenue	\$4,000,000.00
322-9300-39-3708	Revenue Bond Proceeds	\$3,807,090.00
	Transfer from DEA Fund	\$1,000,000.00

Expenditures

322-9300-54-1604	Street Milling & Resurfacing	\$31,000.00
322-9300-54-1607	New Bridge-Nancy Creek & Sugar Valley	\$3,000.00
322-9300-54-1608	Sugar Valley & Burnt Hickory Rd	\$12,000.00
322-9300-54-1613	Industrial Park Road Improvements	\$571,000.00
322-9300-54-1614	Utility Relocate/Improvement-Gas	\$31,000.00
322-9300-54-1616	Utility Relocate/Improvement-Water/Sewer	\$24,300.00
322-9300-54-1621	Public Wks New Equipment Barn	\$2,500.00
322-9300-54-1627	Police/Fire Joint Station	\$7,153,000.00
322-9300-54-1630	Fire Station #2-MLK Drive	\$1,016,000.00

Cartersville Building Authority**Revenues**

325-9500-37-1107	Contributed Capital-Bartow County	\$256,825.00
325-9500-37-1108	Contributed Capital-City of Cartersville	\$335,815.00
325-9500-37-1109	Contributed Capital-Other	\$555,485.00
325-9500-36-4198	Interest Revenue	\$65.00

Expenditures

325-9500-58-1111	CBA 2004 Bond Principal Expense	\$475,000.00
325-9500-58-1112	CBA 2008 Bond Principal Expense	\$185,000.00
325-9500-58-1137	Bond Interest Expense 2004 Issue	\$296,065.00
325-9500-58-1138	Bond Interest Expense 2008 Issue	\$166,365.00

325-9500-58-1139	Bond Interest Expense 2012 Issue	\$6,010.00
325-9500-56-2003	Issue Cost Amortization	\$18,020.00
325-9500-58-1140	Amortization of Loss Expense	\$1,730.00

SPECIAL REVENUE FUNDS BUDGET - \$14,645,885.00

ADOPTED, this day of October 2012. First Reading.

ADOPTED this day of November 2012. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

11/1/2012 7:00:00 PM

Approval of Capital Improvements Element Annual Update and Corresponding Transmittal Resolution

SubCategory:	Public Hearing
Department Name:	Planning and Development
Department Summary Recommendation:	As you are aware, Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan. The update gives the impact fee receipts and expenditures for fiscal year 2012 (July 1, 2011 through June 30, 2012). We are required to hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (RC) and the Department of Community Affairs (DCA). After review from the RC and DCA, the document then needs to be adopted by the Council, and a copy sent to the RC (just like the Comp Plan process). At this time, the document is in "Draft" form and the final version will be distributed for review and comment prior to adoption. RECOMMENDATION: Staff recommends that Council approve this resolution to allow us to forward the update to the RC and DCA for their review.
City Manager's Remarks:	Your approval of this resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

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

Capital Improvements Element

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on November 1, 2012, at 7:00 P.M. in the City Council meeting room at Cartersville City Hall;

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

ADOPTED this the 1st day of November 2012.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

DRAFT

Capital Improvements Element 2013 Annual Update:

Financial Report & Short Term Work Program

City of Cartersville, GA
AS ADOPTED XX/XX/2013

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

According to the Compliance Requirements, the Annual Update:

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

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

Financial Report

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

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

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

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

Schedule of Improvements

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

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

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

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

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

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

² Chapter 110-12-1-.05(2)(c)(i).

IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA
Fiscal Year 2012

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2012							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Administration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2011	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Impact Fees Collected (July 1, 2011 through June 30, 2012)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$29,393.45	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$333,062.18
Interest Income July 1, 2011 through June 30, 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	(\$29,393.45)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$29,393.45)
Impact Fee Fund Balance June 30, 2012	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18	\$6,410.00	\$13,615.88	\$303,668.73
Impact Fees Encumbered	\$0.00	\$117,475.74	\$85,694.34	\$49,433.59	\$31,039.18			\$283,642.85

Public Facility: Library									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	3,990	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$53,611.09	Delayed from 2007
Collection Materials	2,382	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00		Delayed from 2008
Collection Materials	2,457	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00		
Collection Materials	2,525	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$0.00		
Collection Materials	2,617	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00		
Collection Materials	2,693	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$0.00		
Collection Materials	2,777	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2,878	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2,946	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	3,064	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	3,148	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	3,248	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	3,358	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	3,459	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	3,577	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	3,669	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
	48,787			\$1,421,288.21		\$1,384,318.81	\$0.00	\$53,611.09	

Public Facility: Fire Protection									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (square feet)	7,000	2008	2012	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (square feet)	15,000	2010	2012	\$2,625,000.00	3.3%	\$87,500.00	\$0.00	\$87,500.00	
Station 3 Relocation (square feet)	7,000	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00	\$25,497.77	
New Station 5 (square feet)	7,000	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	1	2011	2012	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	1	2020	2021	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	1	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
				\$7,635,000.00		\$4,017,085.42	\$0.00	\$112,997.77	

Public Facility: Police Department									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (square feet)	8,400	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$0.00	\$82,427.82	
				\$1,470,000.00		\$1,460,950.20	\$0.00	\$82,427.82	

Public Facility: Parks & Recreation									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (acres)	50	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (acres)	50	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Track/Trails	3	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$0.00	\$48,921.77	start date tba
Tennis Courts	2	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
Playgrounds	2	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
				\$4,110,460.06		\$4,087,460.06	\$0.00	\$48,921.77	

Public Facility: Road Improvements									
Service Area: City-wide									
Project Description	Units	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	n/a	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$0.00	\$29,856.02	
Terrell Drive (turn lane)	n/a	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00		
Center Road (widening)	n/a	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
				\$1,414,825.00		\$1,331,525.00	\$0.00	\$29,856.02	

2013-2017 SHORT TERM WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Economic Development								
Continue to participate in the Bartow-Cartersville Joint Development Authority (BCJDA), and implement applicable components of the Economic Development Strategy.	X	X	X	X	X	n/a	General Fund	City Council
Support the redevelopment of industrial sites through low interest loans and investigate Brownfield redevelopment grants and programs, Less Developed Census Tracts and Opportunity Zones.	X	X	X	X	X	n/a	JDA Budget	BCJDA Planning
Review and consider all available economic development programs as resources for redevelopment, housing development and economic development incentive activities. Publicize the availability of these programs to the public	X	X	X	X	X	n/a	JDA Budget	BCJDA Planning
Promote sports and heritage-based tourism. Create an entertainment attraction such as a forum or coliseum.	X	X	X	X	X	variable	JDA Budget, General Fund	CVB, BCJDA, City Council
Continue alliance with the County through the BCJDA, to develop the "Class A" Business/Industrial Park on the north side, called Highland 75.	X	X	X	X	X	variable	EDA Budget, General Fund	BCJDA, City Council
Adopt programs and provide services, particularly education and recreation programs, which assist the Hispanic population in participating more fully in the workforce and as active members of the community.	X	X	X	X	X	n/a	General Fund	City Council

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Coordinate with Chattahoochee Technical College and Georgia Highlands College for specialized job training venues.	X	X	X	X	X	n/a	General Fund	BCJDA
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric, BCJDA
Leake Street and S. Museum Dr. improvements: sidewalks, lighting, signage, wrought iron fencing along S. Museum Dr.			X			Unknown	SPLOST, grants	Downtown Development Authority, City Council, Public Works
Covered performance pavilion at Friendship Plaza		X	X			\$140,000	DDA Budget, General Fund, grants	Downtown Development Authority, City Council
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Consider tree ordinance to protect specimen trees, conserve the tree canopy, and promote urban forest practices on City owned properties.	X	X				\$8,500	General Fund	City Council, Planning
Consider applying for Tree City USA designation	X					\$5,000	General Fund	City Council, Planning
Establish a comprehensive natural resources inventory database		X				\$12,000	General Fund	GIS
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Community Facilities

Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, Character Areas and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Review and develop a comprehensive Infrastructure-Financing Plan. Ensure that new development pays its fair share of infrastructure costs	X	X	X	X	X	n/a	General Fund	City Council
Develop a 5-year Service District Plan to ensure adequate personnel and maintenance funds are in place for appropriate level of service requirements	X	X				n/a	General Fund	City Council
Require a traffic impact study if the trips generated from a proposed developed will impact the adjacent road system	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)

Engineering

Develop a long-range comprehensive transportation plan, including adopting a street connectivity ordinance and a pedestrian and bikeway plan.			X			\$40,000	General Fund	City Council, Engineering, Planning
Review codes to increase pedestrian safety and accessibility by developing specific roadway types and pedestrian related facilities by Character Area. Require all new road improvements to provide sidewalks and bike lanes	X	X	X	X	X	n/a	General Fund	City Council, Engineering, Planning

Public Works

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Retrofit ADA requirements on all sidewalks except historic districts	X	X	X	X	X	\$20,000/year	General Fund	City Council, Public Works
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$100,000/year	SPLOST	Public Works
Intersection and road safety improvements	X	X	X	X	X	\$55,000/year	SPLOST	Public Works
Airport Instrument Landing System	X	X				\$1,100,000	SPLOST	CMO
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Engineering Only)	X	X	X	X	X	\$900,000	SPLOST (Const. GDOT & FHWA)	Public Works
Sugar Valley Rd. at Nancy Creek – new bridge	X	X	X			\$1,025,000	SPLOST	Public Works
Sugar Valley Rd. at Burnt Hickory Rd. – intersection improvement	X	X	X			\$700,000	SPLOST	Public Works
Grassdale Rd. – road improvements from US 41 to SR 293				X	X	\$800,000	SPLOST, County	Public Works
Equipment replacement	X	X	X	X	X	variable	General Fund	Public Works
Various road resurfacing, sidewalk and shoulder improvements city-wide	X	X	X	X	X	variable	SPLOST	Public Works

Stormwater Division

Redirect stormwater flows at Woodland Dr.			X			unknown	General Fund, User Fees	Stormwater Division
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Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace stormwater pipe at Terrell Heights			X			\$35,000	General Fund, User Fees	Stormwater Division
Replace multi-barrel pipes at Wansley Dr.	X					\$100,000	General Fund, User Fees	Stormwater Division

Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
New Fire Station #4		X				\$1,120,000	Developer Agreement, General Fund	Fire Department, Developer
Fire Station #1 relocation		X				\$2,625,000	3% Impact Fees, General Fund	Fire Department
Purchase 2 fire trucks (1 with Jaws of Life)			X			\$1,025,000	100% Impact Fee	Fire Department

Police Department

Replace police patrol units	X	X	X	X	X	\$180,000/year	General Fund	Police Department
Add Crime Mapping Software	X	X	X	X	X	\$35,000	General Fund	Police Department

Library

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Collection Materials	X	X	X	X	X	\$552,438	97% Impact Fees, General Fund	Library

Parks & Recreation

Purchase northside park land		X				\$1,500,000	100% Impact Fees, SPLOST	Parks and Recreation
Sam Smith Park development	X	X	X	X	X	variable	General Fund	Parks and Recreation
Replace AC Unit at Dellinger Concession #1			X			\$4,500	General Fund	Parks and Recreation
Replace light poles and lighting fixtures (Dellinger Softball Field 1)		X	X			\$90,000	General Fund	Parks and Recreation
Minor renovation of Dellinger Park Pool		X	X			\$75,000	General Fund	Parks and Recreation
Renovation of Dellinger Park office		X	X			\$20,000	General Fund	Parks and Recreation
Component playsystem at Dellinger Park Softball fields				X		\$24,000	70% Impact Fees, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase II				X		\$297,000	Ga. Trail Grant, General Fund	Parks and Recreation
Trail – Pettit Creek Trail, Phase III					X	\$350,000	Ga. Trail Grant, General Fund	Parks and Recreation

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Trail – Leake Mounds / Etowah riverbank	X	X				\$900,000	TE Grant, General Fund	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a	Impact Fees, General Fund	Parks and Recreation

School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X					n/a	School Board	Cartersville School System
Identify a school site and construction funds for a new primary school to support the Carter Grove development.	X					n/a	School Board	Cartersville School System
Create increased walking, biking and school bus usage in the schools through active promotion and marketing, such as Fridays “walk to school day”, special activities and treats for bus riders, etc. Promote the GA DOT “Human Bus” program;	X	X	X	X	X	n/a	School Board, General Fund	Cartersville School System, Engineering

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	General Fund	City Council, Developer (applicant)
Highland 75 Line Phase 1 – construct power line across Interstate 75 to serve new Highland 75 Industrial Park		X				\$1,000,000	Electric Revenue	Electric Utility
Highland 75 Line Phase 2 – construct power line on Cass-White Rd. to serve new Highland 75 Industrial Park			X			\$1,000,000	Electric Revenue	Electric Utility

Short Term Work Program

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Highland 75 Line Phase 3 – construct power line along Highland 75 Parkway (Zion Rd.) to serve new Highland 75 Industrial Park				X		\$1,000,000	Electric Revenue	Electric Utility
South Tie Line Phase 3 – construct power line on Hwy 113 from airport to Browns Farm Road substation					X	\$2,000,000	Electric Revenue	Electric Utility
Utility relocation for DOT projects	X	X	X	X	X	Variable	Electric Revenue	Electric Utility
Main Street overlay district underground project	X	X				\$1250,150	SPLOST,	Electric Utility

Gas Utilities

Extend 6" gas main from SR 20 to Center Rd.	X	X				\$1,000,000	General Fund, User Fees	Gas Utility
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Water & Sewer Department

Sewer line – 8" line replacement on Etowah Dr. to West Ave.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 30" new line on Tennessee St. to Jones Mill Rd.	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – upgrade sewer line and pump station along I-75 to 36" interceptor at Chemical Products	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace sewer along Petit Creek	X					\$1,850,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 18" line replacement Highway 41 to Pine Vista	X					\$1,000,000	General Fund, User Fees	Water & Sewer Department
Sewer line – 8" upgrade on Jones Mill	X					\$2,000,000	General Fund, User Fees	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X			\$4,000,000	General Fund, User Fees	Water & Sewer Department
Water line – 10" replacement on Cassville Rd. to Cherokee on Erwin Street	X					\$450,000	General Fund, User Fees	Water & Sewer Department
Water meter change out	X	X	X	X	X	\$600,000/year	General Fund, User Fees	Water & Sewer Department
Install sodium hypochlorite at water plant	X					\$525,000	General Fund, User Fees	Water & Sewer Department
Water line – Center Rd to Main Street	X					\$500,000	General Fund, User Fees	Water & Sewer Department
Nutrient removal upgrade at waste water treatment plant	X	X				\$25,000,000	General Fund, User Fees	Water & Sewer Department
Upgrade Water Treatment Plant to 33 MGD	X					\$10,000,000	General Fund, User Fees	Water & Sewer Department

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Consideration of reducing water & sewer capacity fees by 50% for a portion of the current year.	X					n/a	n/a	Council, Water & Sewer Department

Housing

Actively pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Proactively pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Promote homeownership. Continue to pursue down payment and closing cost assistance through organization of CHIP initiatives with the assistance of the Housing and Development Authority of Bartow County and the Etowah Area Consolidated Housing Authority	X	X	X	X	X	n/a	General Fund	Planning
Continue the CHIP home buyer education program.	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning
Investigate potential programs to assist with maintenance and rehabilitation and make information on these programs available to its residents	X	X	X	X	X	n/a	General Fund	Planning
Work with the Police Department to address crime concerns in selected neighborhoods	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Consider adopting density bonus provisions for residential in any Character Area promoting mixed-use structures, or a mix of uses including residential	X	X				n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council
Identify sites appropriate for senior housing alternatives	X	X				n/a	General Fund	Planning, GIS

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Review and revise development ordinances to create new districts and adjust existing districts to support the intent and implementation of the Character Areas, and ensure that development regulations are aligned with the guiding principles and policies of the CP	X	X	X	X	X	n/a	General Fund	City Council, Planning
Revise the Future Development Map to accommodate additional mixed-use developments with residential components and areas of higher density residential.			X			\$10,000	General Fund	Planning, GIS
Revise development ordinances to reflect quality growth standards such as signs, landscaping and architectural design	X					\$20,000	General Fund	City Council, Planning
Revise the sign ordinance to modernize document and reduce visual clutter	X					\$8,000	General Fund	City Council, Planning
Develop master planning for each Character Area, and specific architectural design standards for Character Areas where appropriate			X			\$22,000	General Fund	City Council, Planning

Project Description	2013	14	15	16	17	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne,,North west Industrial and South Industrial areas		X	X	X		n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor		X				\$11,000	General Fund	City Council, Planning
Coordinate with the City of Emerson on annexation borders, transportation and utility provision.	X	X	X	X	X	n/a	General Fund	City Council
Review this Plan yearly during the budget/STWP update in terms of actual population, map amendments and actual development	X	X	X	X	X	n/a	General Fund	City Council
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design. Consider adopting regulations to require improvements.	X	X	X	X	X	variable	General Fund	City Council, DDA
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Develop specific streetscape standards in appropriate Character Areas, and require for all new developments and redevelopment, and in the downtown/Main Street area;		X	X			n/a	General Fund	City Council, Planning, Engineering, DDA
Redesign where possible and incorporate the railroad into the overall downtown streetscape and continue "Quiet Zone" efforts.	X	X	X	X	X	n/a	General Fund	Engineering, DDA, Council
Adopt a Post Construction Stormwater Management Ordinance.	X					n/a	General Fund	Engineering, Stormwater



City of Cartersville

City Council Meeting

11/1/2012 7:00:00 PM

Metropolitan Planning Organization (MPO) for Transportation Planning Purpose

SubCategory:	Resolutions
Department Name:	Planning and Development
Department Summary Recommendation:	Based on the population numbers of the 2010 Census, Cartersville and surrounding areas have exceeded a population threshold which requires us to be part of a Metropolitan Planning Organization (MPO) for Transportation Planning Purposes. An MPO is a federally required transportation policy-making and planning body with representatives of local, state & federal government and transportation authorities. Required in the Code of Federal Regulations (23 CFR Part 450) Transportation Planning needs to reflect the regions shared vision, and requires a comprehensive examination of the region's future and investment alternatives. The County's boundary is directly adjacent to two (Rome & Atlanta) of the States 15 other MPO's. As opposed to being included in one of the adjacent MPO's, the current objective is for the Cartersville-Bartow area to form the States 16th MPO. This allows us to control the Transportation Planning project lists and vision for our own region. The next step is to put agreements in place with Bartow and local jurisdictions within the County and get the Governor's approval by March of 2013. Staff recommends authorization of the Mayor to sign the resolution.
City Manager's Remarks:	Your approval of this resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

TO DESIGNATE Bartow County AS THE METROPOLITAN PLANNING ORGANIZATION FOR THE Cartersville-Bartow County URBANIZED AREA as per 23 U.S.C. 134

WHEREAS, the unincorporated portions of Bartow County as well as the City of Cartersville continue to experience significant population growth; and

WHEREAS, this growth has been significant enough that in March of 2012 the U.S. Department of Commerce, Bureau of the Census officially designated the new Cartersville-Bartow Urbanized Area, and

WHEREAS, Federal law described in 23 U.S.C. 134 requires existing and newly-designated Urbanized Areas to have a “Continuing, Cooperative, and Comprehensive transportation planning process”, and that the Governor of the State officially designate a local Metropolitan Planning Organization to facilitate this process; and

WHEREAS, Metropolitan Planning Organizations are eligible for Federal transportation planning and transit funds; and

WHEREAS, Metropolitan Planning Organizations must be able to track and administer the Federal transportation planning and transit funds under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.2 and not prohibited by the Laws of the State of Georgia; and

WHEREAS, these funds will be used by the Metropolitan Planning Organization to conduct Federally-required transportation planning activities that will improve the transportation system and help coordinate the area’s future orderly growth within the area bounded, at a minimum, by the existing Urbanized Area plus the contiguous area expected to become urbanized within the next 20 years; and

WHEREAS, the *Bartow County* has ongoing planning programs and an experienced and professional technical staff that can continue and expand their transportation planning efforts and programs; and

WHEREAS, all Metropolitan Planning Organizations are subject to all relevant current and future Federal laws and regulations including, but not limited to, 23 U.S.C. 134 (Metropolitan Planning), 23 C.F.R. 450 Subpart C (Metropolitan Transportation Planning and Programming), 23 C.F.R. 420 (Administration of PL funds), the Intermodal Surface Transportation Efficiency Act, and the Transportation Equity Act for the 21st Century; and

WHEREAS, the interests of the *City of Cartersville* will be adequately safeguarded in the area's transportation planning process through direct representation on the Metropolitan Planning Organization's policy-making board in accordance with 23 U.S.C. 134 (b)(2).

NOW, THEREFORE, LET IT BE RESOLVED, that the Cartersville City Council does hereby recommend the Bartow County Engineering Office as the local Metropolitan Planning Organization for the Cartersville-Bartow County Urbanized Area; and

FURTHER, that the City of Cartersville urges the Governor of the State of Georgia to officially designate the Bartow County Engineering Office as the local Metropolitan Planning Organization in accordance with 23 U.S.C. 134 (b).

ADOPTED this the day of .

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
11/1/2012 7:00:00 PM
Purchase of 149 Etowah Drive

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is one of the three properties we have been planning to acquire and demolish through the Pre-Disaster Mitigation Grant Program. Unfortunately, the owner of this property is facing the imminent foreclosure and sale of her property (scheduled for November 6th). To make matters worse, the fair market value that we are authorized to pay for the property does not quite cover the amount owed on the property. Thus, we are attempting to purchase the property through a short sale. Given the severe time crunch we are facing, to have any chance at purchasing this property before it was sold on the courthouse steps, we asked the Mayor to sign an offer to the bank for \$80,000 (less than fair market value, so if this works out, we'll be paying less than we thought). The offer has been submitted, and we are crossing our fingers that they accept. We now are asking your retroactive approval of making an offer of \$80,000 for 149 Etowah Drive. Your approval is recommended.
City Manager's Remarks:	I recommend your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

11/1/2012 7:00:00 PM

Purchase of 22 and 24 Martin Luther King, Jr. Drive

SubCategory:	Contracts/Agreements
Department Name:	City Manager's Office
Department Summary Recommendation:	The City is interested in purchasing these two properties from Eric Fromm for \$7,500 each, for a total of \$15,000. Should this acquisition be approved, these properties will become the sites of the final two homes built in partnership with Habitat for Humanity. We are asking for your approval of the purchase contract authorizing the purchase of these two properties for \$15,000 plus all reasonable closing costs. All acquisition expenses are reimbursable through the 2009 CDBG Disaster Recovery Grant. Your approval is recommended.
City Manager's Remarks:	I recommend your approval of this agreement.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

11/1/2012 7:00:00 PM

A New Dimension Graphic Design and Printing for Annual Calendar

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Three printers responded to the bid request for the printing of the 2013 calendar. All three bids were very close, however, when adding printing and postage costs together, the lowest bid was New Dimensions Printing in Cartersville. Therefore I recommend New Dimensions print the 2013 calendar. Updated e-verify and SAVE documentation is included.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item
Legal:	
Associated Information:	Everify and SAVE documents are attached

2013 Calendar Bids

Printer	Printing	Postage	Total
New Dimension	\$ 7,224.80	\$ 1,553.81	\$ 8,778.61
H&W Printing	\$ 7,157.07	\$ 1,626.08	\$ 8,783.15
McStatts	\$ 7,745.00	\$ 1,734.48	\$ 9,479.48

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.

374318
EEV/Basic Pilot Program* User Identification Number

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

10/23/12
Date

Owner
Title of Authorized Officer or Agent of Contractor

John M. Elder
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE
23rd DAY OF October, 2012

Dianne A. Elder

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
AUGUST 2, 2013



* 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

John M. Elder

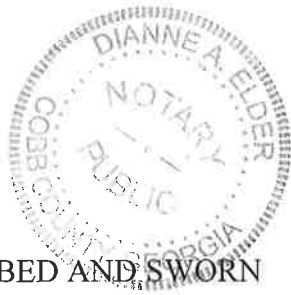
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

A New Dimension Graphic Design & Printing, 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:

10/23/12
Date

John M. Elder
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

23rd DAY OF October, 2012

*
Alien Registration number for non-citizens

Dianne A. Elder

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
AUGUST 2, 2013

*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
11/1/2012 7:00:00 PM
Meter Reading Handheld Units

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recommendation:	The finance department was notified by Itron in August that the current meter reading handheld units will not be supported after December of this year if repairs to them are needed. We will be able to send them in for repairs, but Itron may not have parts to perform the repairs. The current Itron G5R units are at least ten years old. As a result, we have talked to several handheld vendors for replacing the old handheld units and have concluded that the city needs to stay with the current handheld vendor, Itron. We have successfully tested a new Itron FC-300 handheld unit to ensure that it will be compatible with our existing gas and electric ERT meters. We received a quote from an Itron vendor, HD Supply, out of Atlanta for the replacement of the old units. This is one of only two Itron vendors in Georgia and we feel comfortable with the vendor due to the fact that the electric department purchases their meters from them. We will be able to use the old units with the new units until the old units are no longer able to be repaired. The quote calls for the city to purchase up to seven (7) handheld units and includes all cabling, docking stations, and up to 2 days on site training if needed. The total quote is in the amount of \$37,210.00. I am asking that the finance department be allowed to purchase a total of four (4) units now and all necessary cabling, docking stations, and training not to exceed \$23,000.00 and purchase the remaining three (3) units over time as they are needed. The vendor has assured me that the price will not increase if we don't purchase all the units now. Also, if we don't purchase all the units in this fiscal year, they will be placed in the budget of the next fiscal year. This purchase was not budgeted in FY 2013 because we had no knowledge of Itron's decision to not support the old units.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted purchase. However, funds were budgeted for a new stuffing mail machine that will not be purchased this fiscal year and we can amend that line item to purchase the handheld units.
Legal:	
Associated Information:	E-Verify documents are on file.



Suite C - Utilities
3710 Atlanta Industrial Pkwy
Atlanta, GA 30331

Phone: 404.691.2605
Fax: 404.691.4736

ITRON FC300 HANDHELD UNIT QUOTE

www.hdsupplypowersolutions.com

Quotation: U00306847.03

To: **CITY OF CARTERSVILLE**
ELECTRIC DEPT.
320 SOUTH ERWIN ST
CARTERSVILLE, GA 30120

Issued Date: **Oct 18, 2012**

Expiration Date: **Nov 17, 2012**

Sales Contact: **Andy Staker**

Attn: **(P) 404.223.1810**
Phone: **(F) 404.691.4736**
Fax: **andrew.staker@hdsupply.com**

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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HANDHELD EQUIPMENT

ITRON FC300 HAND HELD QUOTE

1		FC3-0004-001 FC300, SREAD RADIO, BLUETOOTH ANNUAL MAINTENANCE BILLED DIRECTLY FROM ITRON- \$435 EA DEL: 8-10 WKS ARO	7	4,390.000	EA	30,730.00
2		MX9302PWRSPLY AC POWER SUPPLY FOR FC300 hh OR DESKTOP DOCK DEL: 8-10 WKS ARO	7	75.000	EA	525.00
3		90000A066CBLPWAC AC POWER CORD DEL: 8-10 WKS ARO	7	10.000	EA	70.00
4		FC3002DSKCRDL SINGLE DESKDOCK, FC300 WITH USB ANNUAL MAINTENANCE BILLED DIRECTLY FROM ITRON- \$37. 80 EA DEL: 8-10 WKS ARO	2	375.000	EA	750.00
5		MX9052CABLE FC300 CHARGE/COMM INTERFACE CABLE, UBS HOST DEL: 8-10 WKS ARO	7	55.000	EA	385.00
6		FC3004MLTDOCK DOCK, 5 BAY MULTI DOCK W/ BUILT IN POWER SUPPLY ANNUAL MAINTENANCE BILLED DIRECTLY BY ITRON-\$192 EA DEL: 8-10 WKS ARO	1	1,750.000	EA	1,750.00

SECTION TOTAL: \$34,210.00



Suite C - Utilities
3710 Atlanta Industrial Pkwy
Atlanta, GA 30331

Phone: 404.691.2605
Fax: 404.691.4736

ITRON FC300 HANDHELD UNIT QUOTE

www.hdsupplypowersolutions.com

Quotation: U00306847.03

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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TRAINING

7		HANDHELD TRAINING TRAINING BY MR. SITCO	2	1,500.000	EA	3,000.00
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SECTION TOTAL: \$3,000.00

QUOTE TOTAL: **\$37,210.00**

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

HD Supply Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



Suite C - Utilities
3710 Atlanta Industrial Pkwy
Atlanta, GA 30331

**ITRON FC300 HANDHELD UNIT
QUOTE**

Phone: 404.691.2605
Fax: 404.691.4736

Quotation: U00306847.03

www.hdsupplypowersolutions.com

Terms and Conditions of Sale ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Item # 10

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

KELVEY M. HOOPER

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

AD SUPPLY UTILITIES

[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:

7-30-12
Date

KELVEY M. HOOPER
Printed Name:

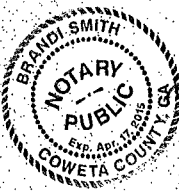
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30 DAY OF July, 2012

[Signature]
Notary Public

My Commission Expires: 04.17.2015

* N/A
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:

VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned vendor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is selling goods or services to the 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 sale with the City of Cartersville, Vendor 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. Vendor 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 Vendor is using the federal work authorization program.

53613
EEV/Basic Pilot Program* User Identification Number

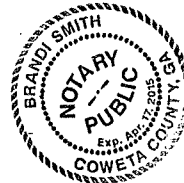
KELLEY M. HOOPER
BY: Authorized Officer or Agent
(Vendor Name)

7-30-12
Date

BRANCH MANAGER
Title of Authorized Officer or Agent of Vendor

KELLEY M HOOPER
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
30 DAY OF July, 2012
B Smith
Notary Public
My Commission Expires:
04.17.2015



* 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).