



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chambers, Third Floor of City Hall– 7:00
PM – 10/18/2012
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 4, 2012 (Page 4-14)

[Attachments](#)

B. Proclamations

1. Red Ribbon Week Sponsored by Metro Atlanta Young Marines (Pages 15-16)

[Attachments](#)

C. First Reading of Ordinances

1. Amendment to Animal Control Ordinance (Page 17-54)

[Attachments](#)

2. Amendment to Electric Rate Ordinance (Page 55-88)

[Attachments](#)

3. Amendment to Budget Ordinance for Fiscal Year 2011-12 (Page 89-93)

[Attachments](#)

D. Resolutions

1. Intergovernmental Agreement with Bartow County Regarding Excise Tax (Page 94-110)

[Attachments](#)

E. Engineering Services

1. Wiedeman and Singleton, Inc. for design on filters at Water Treatment Plant (Page 111)
[Attachments](#)
-

F. Contracts/Agreements

1. Purchase of 135 Etowah Drive (Page 112-124)
[Attachments](#)
 2. ActiveNet Software for Parks and Recreation Department (Page 125-135)
[Attachments](#)
 3. UHC Medicare Advantage Insurance Renewal (Page 136)
[Attachments](#)
-

G. Bid Award/Purchases

1. Window Treatments for Public Safety Headquarters (Page 137)
[Attachments](#)
 2. Fiber Installation by Parker Systems, LLC (Page 138-139)
[Attachments](#)
 3. SiteMed Annual Medical Clearance Physicals (Page 140-146)
[Attachments](#)
 4. Repairs to 2008 Mack Garbage Truck (Page 147-151)
[Attachments](#)
 5. Bucket Truck #516 Modification for Electric Department (Page 152-160)
[Attachments](#)
 6. Attic Insulation for Electric Department Building (Page 161-162)
[Attachments](#)
 7. Electric Transformer (Page 163-167)
[Attachments](#)
-

H. Monthly Financial Statement

1. August 2012 (Page 168-172)

[Attachments](#)



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
October 4, 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 for the October 4th meeting have been compiled and reviewed by staff and are now recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 October 4, 2012
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Etowah Valley Young Marines

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

II. Regular Agenda

A. Council Meeting Minutes

1. September 20, 2012

A motion to approve the September 20, 2012 City Council Meeting minutes as presented was made by Council Member Pruitt and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

B. Proclamations

1. Red Ribbon Week Sponsored by Young Marines

Mayor Santini presented the Etowah Valley Your Marines Corporal Micenna Brooks and Lance Corporal Emma Hartley with a proclamation declaring October 23-31, 2012 as Red Ribbon Week.

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

1. File AZ12-07: Annexation and zoning application by Greg and Tracey Beach for property located at 77 Star Dust Trail off Summit Ridge Drive (Total approximately 1.86 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential).

Randy Mannino, Planning and Development Director stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested

that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this property is located at 77 Star Dust Trail with a single family residence built in approximately 1996. The property is currently zoned County A-1 (Agriculture) to be annexed in as R-20 (Single Family Residential). Mr. Mannino stated that there have been no changes since the first reading and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing on the zoning. With no comments Mayor Santini closed the public hearing.

Mayor Santini opened the floor for a public hearing on the annexation. With no comments Mayor Santini closed the public hearing.

A motion to approve the annexation Ordinance No. 42-12 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

A motion to approve zoning Ordinance No. 43-12 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 42-12

Petition No. AZ12-07

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Greg and Tracey Beach. Property is located at 77 Star Dust Trail. Said property contains 1.86 acres located in the 4th District, 3rd Section, Land Lot(s) 1139 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.

ADOPTED this the 4th day of October 2012. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 43-12

Petition No. AZ12-07

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Greg and Tracey Beach. Property is located 77 Star Dust Trail. Said property contains 1.86 acres located in the 4th District, 3rd Section, Land Lot(s) 1139 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agricultural) to R-20 (Single-Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.

ADOPTED this the 4th day of October 2012. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. File AZ12-08: Annexation and zoning application by Sean & Rhonda Ireland for property located at 13 Mission Hills Drive in the Mission Estates subdivision (total approximately 0.8 acres) from Bartow County Jurisdiction to City R-20 (Single Family Residential).

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

this property is located at 13 Mission Hills Drive near the entrance to the Mission Estates Subdivision. This property includes a single-family residence build in approximately 1996. The property is currently zoned County A-1 (Agriculture) to be annexed in with R-20 (Single Family Residential). Mr. Mannino stated that there have been no changes since the last meeting and the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing on the zoning. With no comments Mayor Santini closed the public hearing.

Mayor Santini opened the floor for a public hearing on the annexation. With no comments Mayor Santini closed the public hearing.

A motion to approve annex Ordinance No. 44-12 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

A motion to approve zoning Ordinance No. 45-12 was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 44-12

Petition No. AZ12-08

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Sean and Rhonda Ireland. Property is located at 13 Mission Hills Drive Said property contains 0.8 acres located in the 4th District, 3rd Section, Land Lot(s) 441 as shown on the attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.

ADOPTED this the 4th day of October 2012. Second Reading.

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

ATTEST:

/s/ Connie Keeling

Connie Keeling
City Clerk

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 45-12
Petition No. AZ12-08

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Sean and Rhonda Ireland. Property is located 13 Mission Hills Drive. Said property contains 0.8 acres located in the 4th District, 3rd Section, Land Lot(s) 441 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agricultural) to R-20 (Single-Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 20th day of September 2012.

ADOPTED this the 4th day of October 2012. Second Reading.

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

ATTEST:

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

D. Presentations

1. Urban Redevelopment Plan Update

Richard Osborne, City Planner stated that this is a quarterly update on the redevelopment activities occurring in Cartersville, as required by the Urban Redevelopment Plan adopted by Council in 2010. Mr. Osborne presented an update on two new owner-occupied houses in the North Towne area and the recently held Georgia Initiative for Community Housing (GICH) conference at the Clarence Brown Conference Center.

E. Appointments

1. Downtown Development Authority Board

Tara Currier, Downtown Development Director stated that the board of directors of the Cartersville Downtown Development Authority requests the appointment of Earline Burke to fill the vacancy of Billy Archer who resigned at the September board meeting. If appointed Ms. Burke's term will expire on February 18, 2014. Ms. Currier recommended approval.

A motion to approve the appointment of Earline Burke was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

F. Change Order

1. Martin Luther King Jr. Drive Sewer Replacement – T. J. Lyle & Co.

Ed Mullinax, Water Department Assistant Superintendent stated that the existing water main serving Ford Street had a one way feed and did not provide adequate fire protection. This line was not connected to the water main on Martin Luther King Jr. Drive when it was installed. Bids were solicited for constructing this connection from two contractors working on pipeline projects in this intersection. Mr. Mullinax stated that connection of this water main in conjunction with ongoing construction allowed the work to be performed without removing and replacing pavement in the intersection twice. Mr. Mullinax recommended approval of the increase to T. J. Lyle & Co. in the amount of \$8,590.41 making the final adjusted contract amount \$44,255.21.

A motion to approve the change order for the Martin Luther King Jr. Project was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

2. South Erwin Street 12-inch Water Main Replacement – T. J. Lyle & Co.

Ed Mullinax, Water Department Assistant Superintendent stated that council had approved the South Erwin Street 12-inch water main replacement project contract with T. J. Lyle & Co. Additional piping and connections installed resulted in an increase of \$60,645.63 making the final adjusted contract amount \$575,486.48. Mr. Mullinax recommended approval.

A motion to approve the final change order for the South Erwin Street Project was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

3. Grit Collector Project

Ed Mullinax, Water Department Assistant Superintendent stated that after doing demo on the old #2 Grit Collector staff found the concrete imbedded rail on the bottom was worn out. Also found was the enclosed shoot for the chain was totally rusted out. These items had to be changed to put the unit back in service. Mr. Mullinax stated that this added an additional

\$13,050.41 to the contract with A & D Contracting making the total project amount \$64,315.48 and recommended approval.

A motion to approve the change order for the Grit Collector Project was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

G. Engineering Services

1. Fee Amendment for South Erwin Street 12 inch Water Main Replacement – Jacob Engineering

Ed Mullinax, Water Department Assistant Superintendent stated that the construction of the South Erwin street 12-inch Water Main Replacement project is completed. During construction several unforeseen conditions were encountered calling for additional engineering services and contract duration. Jacob Engineering has requested an additional \$2,200.00 for the increased scope of services, contract duration, and associated meetings. Mr. Mullinax recommended approval.

A motion to approve South Erwin Street fee amendment was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Tennessee Street Water Main Replacement –Prime Engineering

Jim Stafford, Water Department Superintendent stated that the system of water mains serving the Tennessee Street corridor is in need of replacement. This project will involve design of up to 6,000 feet of 12-inch diameter mains and 6,000 feet of 8-inch diameter mains. The proposal from Prime Engineering is for an amount not to exceed \$280,708.18 for design engineering, permitting, surveys, construction management and inspection. This amount also includes allowances for geotechnical, underground locating, and easement plats. Mr. Stafford stated that this is a time sensitive project and recommended approval.

A motion to approve agreement with Prime Engineering was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

3. West Avenue Water Main Replacement – Southland Engineering

Ed Mullinax, Water Department Assistant Superintendent stated that the Water Department has requested Southland Engineering to provide a proposal for Engineering Services for design, permitting, and contract administration for the West Avenue Water Main Replacement Project. This project will involve the installation of approximately 3,200 feet of existing water mains along West Avenue between Plymouth Drive and Lee Street. Southland will be designing this water main project in conjunction with a sidewalk project they are currently designing for the Public Works Department. Mr. Mullinax stated that the proposal in the amount of \$19,550.00 which includes an allowance for easement plat preparation and recommended approval.

A motion to approve agreement with Southland Engineering was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

H. Bid Award/Purchases

1. Truck Bed for Water Department

Ed Mullinax, Water Department Assistant Superintendent stated that bids were solicited for a dump bed for a recently purchased truck. Mr. Mullinax recommended the low bid from Womack Truck Body in the amount of \$9,600.00.

A motion to approve the purchase from Womack Truck Body was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Wansley drive Box Culvert Installation – C. H. Kirkpatrick

Bobby Elliott, Public Works Director stated that bids were solicited for the installation of the Wansley Drive box culvert. Mr. Elliott recommended the low bid from C. H. Kirkpatrick in the amount of \$89,933.63.

A motion to approve the agreement with C. H. Kirkpatrick was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

I. Other

1. WaterFirst Community Program Application

Bobby Elliott, Public Works Director stated that he is requesting approval to apply for the Department of Community Affairs WaterFirst Community Designation. Mr. Elliott stated that with this application the city would be seeking to qualify for designation and recognition as WaterFirst. There are seven major components of this program and the extent to which the participants will need to address will be dependent on the size of the water-related services that it provides. Mr. Elliott stated that this designation would benefit the City Water and Sewer Department and recommended approval for the Mayor to sign the application.

A motion to approve the Mayor to sign the application with WaterFirst Community Program was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

J. Contracts/Agreements

1. Value Engineering Study Douthit Ferry Road

Bobby Elliott, Public Works Director stated that this Valve Engineering Study is required by GDOT for projects over \$10 Million. This study is a project review to look for opportunities for adding project value and saving project costs. The deliverable will be a VE report summarizing the process and detailing the activities and recommendations submitted to GDOT for approval. Mr. Elliott stated that AMEC was selected by GDOT's procurement process for this project at a cost of \$49,639.69. Mr. Elliott recommended approval.

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

2. Georgia Power for Utility Line Relocation

Dan Porta, Assistant City Manager stated that the city electric department is currently installing their electric lines underground and has run into a conflict with an existing Georgia Power line that is already underground. Due to this conflict the city has received a not to exceed price from Georgia Power to move their line in the amount of \$14,376.00. Mr. Porta recommended approval.

A motion to approve the Georgia Power Line Relocation was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

K. Other

1. Sewer for New Eastside Hangar at Cartersville-Bartow County Airport

Dan Porta, Assistant City Manager stated that the new airplane hangar on the east side of the Cartersville-Bartow County Airport required the extension and installation of utilities to this new facility. In order to cover the cost of the sewer for this new facility, it was agreed to split these costs between several entities and the city's portion is \$35,221.63. Mr. Porta recommended approval.

A motion to approve the cost for the Sewer for New Eastside Hangar was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
Red Ribbon Week Sponsored by Young Marines

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation is at the request of Jessica Allen, who is involved with the Metro Atlanta Young Marines organization. This is the same proclamation that was on for the last meeting but is being done for a different branch of the Young Marines organization.
City Manager's Remarks:	I recommend signing of this proclamation for Red Ribbon Week by the Mayor.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, Alcohol and drug abuse in this nation has reached epidemic stages; and

WHEREAS, It is imperative that visible, unified preventive educational efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, The National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles which is defined as no use of illegal drugs or no illegal use of legal drugs; and

WHEREAS, The National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, the City of Cartersville further commits its resources to ensure the success of the Red Ribbon Campaign.

NOW, THEREFORE, I, Matthew J. Santini, as Mayor of the City of Cartersville do hereby proclaim October 23-31, 2012 as

RED RIBBON WEEK

and encourage all of its citizens to participate in activities related to drug prevention education, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free community.

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

Mayor

Attest: _____ City Clerk

OCTOBER 18, 2012

Item # 2



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
Amendment to Animal Control Ordinance

SubCategory:	First 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. 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 # 3

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 their 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
10/18/2012 7:00:00 PM
Amendment to Electric Rate Ordinance

SubCategory:	First 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 costs from the Power Cost Adjustment (applied by kWh) 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 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:																																																																																
	<table><tr><th>Rate 2011</th><th>Current ¢/kWh</th><th colspan="3">COS Proposed</th><th colspan="3">Settlement</th></tr><tr><th></th><th>¢/kWh</th><th>¢/kWh</th><th>Change</th><th>Incr./yr.</th><th>¢/kWh</th><th>Change</th><th>Incr./yr.</th></tr><tr><td>Residential</td><td>10.43</td><td>10.84</td><td>4.0%</td><td>\$52</td><td>11.20</td><td>7.4%</td><td>\$96</td></tr><tr><td>Small General Service</td><td>15.35</td><td>15.97</td><td>4.0%</td><td>\$74</td><td>16.81</td><td>9.5%</td><td>\$175</td></tr><tr><td>City Government</td><td>9.76</td><td>9.94</td><td>1.9%</td><td>\$220</td><td>10.40</td><td>6.6%</td><td>\$781</td></tr><tr><td>Small Power</td><td>10.94</td><td>10.65</td><td>-2.6%</td><td>-\$285</td><td>11.65</td><td>6.6%</td><td>\$725</td></tr><tr><td>Medium Power</td><td>8.91</td><td>8.50</td><td>-4.7%</td><td>-\$4,764</td><td>9.05</td><td>1.5%</td><td>\$1,533</td></tr><tr><td>Large Power</td><td>7.00</td><td>7.51</td><td>7.3%</td><td>\$42,473</td><td>7.24</td><td>3.4%</td><td>\$19,896</td></tr><tr><td>Extra Large Power</td><td>5.99</td><td>6.37</td><td>6.3%</td><td>\$279,543</td><td>6.13</td><td>2.3%</td><td>\$101,091</td></tr><tr><td>Economic Dev.</td><td>6.00</td><td>6.98</td><td>16.3%</td><td>\$39,898</td><td>6.96</td><td>16.0%</td><td>\$39,036</td></tr></table>	Rate 2011	Current ¢/kWh	COS Proposed			Settlement				¢/kWh	¢/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
	Rate 2011	Current ¢/kWh	COS Proposed			Settlement																																																																											
		¢/kWh	¢/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																																																																										
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. These rates replace one variable (PCA) with three variables (PCA, Nuclear Charge, Environmental Charge) which will be less favorable to customer choice prospects.																																																																																	
5. The environmental variable is only obtainable through MEAG (we cannot derive ourselves); the nuclear variable is fictitious (we are not currently paying for nuclear construction).																																																																																	
6. 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.																																																																																	
	These rates are the product of discussion and work with our industrial rate customers. This is an																																																																																

City Manager's Remarks:	attempt to set the rates between the rates that our COS identified and those requested by our large industrial customers. Comments above aside, our large power rates are still higher than those paid by some of our customers at other locations. The compromise in the rate recommendation is an attempt to address that. At a down time in the economy, we can ill afford the loss of any of our industrial customers, which in one case could be as much as \$1/2 million dollars a month. Your approval of this item is recommended.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	



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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, or 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
-------------------------------------	--	------------------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, or 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
------------------------------	--	-----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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)

PAGE 2 of 2		PAGE 18.10
------------------------------	--	-----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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
------------------------------	--	-----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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 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 base electric rate tariffs include a fixed amount of power supply costs. Variances from this fixed amount of power supply costs, either in excess or in shortfall, shall be collected from or refunded to each of the City's standard metered electric customers on an equal per kWh basis.

EVALUATION:

The power supply cost variance will be reviewed monthly.

LEVELIZING:

In order to keep month-to-month PCA fluctuations reasonable, CES may use a levelizing technique provided that the total variance from the base cost amount, over or under, equals the total amount of PCA revenue collected from customers 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
------------------------------	--	-----------------------------

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
------------------------------	--	-----------------------------

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.



NUCLEAR CONSTRUCTION CHARGE RIDER, NCC-1

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	27.00

APPLICABILITY:

Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the Nuclear Construction Charge Rider is referenced.

PURPOSE:

To recover from retail electric customers the cost of financing associated with the construction of Units 3 and 4 at the Vogtle Nuclear Plant.

MONTHLY RATE:

The base electric rate tariffs shall be increased by a percentage amount. The base electric rate is the sum of the Administration Charge, Demand Charge, and Energy Charge.

EVALUATION:

The nuclear construction charge will be reviewed annually.



ENVIRONMENTAL COMPLIANCE CHARGE RIDER, ECC-1

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>PAGE</u>
1 of 1	Bills Rendered on or after February 19, 2013	28.00

APPLICABILITY:

Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the Environmental Compliance Charge Rider is referenced.

PURPOSE:

To recover from retail electric customers the cost of capital and operations and maintenance associated with government mandated environmental requirements at generation and/or transmission facilities.

MONTHLY RATE:

The base electric rate tariffs shall be increased by a percentage amount. The base electric rate is the sum of the Administration Charge, Demand Charge, and Energy Charge.

EVALUATION:

The environmental compliance charge will be reviewed annually.



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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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.



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 total electric rate of an applicable tariff shall be decreased by a percentage amount excluding any charges under the Excess Facilities Charge (EFC) Rider 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.



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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, or 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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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
------------------------------	--	----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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
------------------------------	--	----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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
------------------------------	--	----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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
------------------------------	--	-----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, and 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
------------------------------	--	-----------------------------

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 Nuclear Construction Charge Rider, Environmental Compliance Charge Rider, or 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
10/18/2012 7:00:00 PM
Amendment to Budget Ordinance for Fiscal Year 2011-12

SubCategory:	First 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". 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
-------------------------	--------------------------	-------------------

Expenditures

211-2120-53-1172	State Expenses	\$3,000.00
------------------	----------------	------------

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
--	------------------------------	-------------

Expenditures

271-6120-57-1020	Impact Fee Exp-Library	\$29,395.00
------------------	------------------------	-------------

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
------------------	--------------------------	-------------

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
10/18/2012 7:00:00 PM

Intergovernmental Agreement with Bartow County Regarding Excise Tax

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	An agreement with Bartow County is required if the City of Cartersville is to receive any of the 2% Excise that the County Commissioner put in place last week. The tax will be collected starting in 2013 with or without our approval (we get to collect by the way and remit it to the County, with or without this agreement). Without the agreement our 20% share would be distributed to the County and all other cities within the County. This agreement allows us to get our share. This legislation is flawed. The excise tax will likely become an item like freeport in which our area will be passed over by prospective new businesses for having it, in my opinion. With all that said, I don't know that given present legislation and action by the County that you have any choice but to approve the authorizing resolution thus approving the intergoventmental agreement.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	Provided by the City Attorney's office
Associated Information:	

RESOLUTION NO. _____

**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 Euharlee, the City of Kingston, and the City of White, is hereby approved.

SECTION 2

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.

This _____ day of _____, 2012.

BY: _____

Matthew J. Santini, Mayor

ATTEST: _____

Connie Keeling, City Clerk (SEAL)

ENERGY EXCISE TAX INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA
BARTOW COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE ALLOCATION AND DISTRIBUTION OF PROCEEDS FROM THE ENERGY EXCISE TAX

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ of _____, 2012, by and between **BARTOW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (the "County"), and the **CITY OF ADAIRSVILLE**, the **CITY OF CARTERSVILLE**, the **CITY OF EMERSON**, the **CITY OF EUHARLEE**, the **CITY OF KINGSTON**, and the **CITY OF WHITE**, municipal corporations of the State of Georgia, (the "Participating Municipalities", individually and collectively).

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the Participating Municipalities to contract, for a period not exceeding 50 years; and

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 of energy 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; and

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.

NOW, THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the benefits flowing to the parties hereto and to the citizens of each under this Agreement, and for good and valuable consideration the County and the Participating Municipalities consent and agree as follows:

SECTION 1

REPRESENTATIONS & MUTUAL COVENANTS

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

(B) Each Participating Municipality makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Each Participating Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating Municipality is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating Municipality; and

(iv) Each Participating Municipality is located wholly or partially within the geographic boundaries of the special district created in the County.

(C) It is the intention of the County and each Participating Municipality to comply in all respects the provisions of the Energy Excise Tax Act and all provisions of this Agreement shall be construed in light of the provisions of the Energy Excise Tax Act.

(D) The County and each Participating Municipality agree to maintain thorough and accurate records concerning the receipt of proceeds under this Agreement.

SECTION 2

CONDITIONS PRECEDENT

(A) The obligations of the County and each Participating Municipality pursuant to this Agreement are conditioned upon the adoption of an ordinance by the County levying and imposing the Energy Excise Tax in accordance with the provisions of the Energy Excise Tax Act.

(B) This Agreement is further conditioned upon the collecting of Energy Excise Tax revenues by the County and the transferring of those revenues to the general fund of the County and the general fund of each Participating Municipality.

SECTION 3

ADMINISTRATION AND COLLECTION COSTS

In accordance with O.C.G.A. § 48-13-114(b), the proceeds of the Energy Excise Tax shall be allocated and distributed by the governing authority of the County at the end of each calendar month, and, of such proceeds, an amount equal to 1 percent of such proceeds collected by the county shall be paid into the general fund of the County to defray the costs of collection and administration.

SECTION 4
ALLOCATION AND DISTRIBUTION OF REMAINDER PROCEEDS

(A) In accordance with O.C.G.A. § 48-13-114 (b) and (c), the remainder of the proceeds following the subtraction of costs of collection and administration under Section 3 of this Agreement shall be allocated and distributed by the governing authority of the County pursuant to this Agreement as provided in this Section.

(B) Such remaining proceeds shall be allocated and distributed by the governing authority of the County within 30 days following the end of each calendar month to the general fund of the County and to the general fund of each Participating Municipality in accordance with the applicable provisions of O.C.G.A. § 48-13-114 (c)(1) or (2) as follows:

(1) If two local sales and use taxes are in effect in the special district, an amount equal to one-half of the proceeds shall be distributed to the County general fund and the general fund of each Participating Municipality located in the County according to the same proportionate share as specified under the distribution provisions of the first local sales and use tax and an amount equal to one-half of the proceeds of the excise tax shall be distributed to the County general fund and the general fund of each Participating Municipality located in such County according to the same proportionate share as specified under the distribution provisions of the second local sales and use tax; or

(2) If only one such local sales and use tax is in effect in the special district, then the proceeds of the excise tax shall be distributed to the County general fund and the general fund of each Participating Municipality located in the County according to the same proportionate share as specified under the distribution provisions of the local sales and use tax.

(C) Such remaining proceeds shall not be subject to any use or expenditure requirements provided for under the provisions of law of the local sales and use taxes which are now subject to exemption under O.C.G.A. § 48-8-3.2 and are authorized to be expended in the same manner as would have otherwise required under such local sales and use tax provisions of law or to be expended for any lawful purpose.

SECTION 5
COUNTY ORDINANCE ADOPTION

In accordance with O.C.G.A. § 48-13-114 (a)(1), following the execution of this Agreement by the County and each Participating Municipality, the County agrees to adopt timely an ordinance levying the Energy Excise Tax pursuant to O.C.G.A. § 48-13-110 *et seq.*

SECTION 6
ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the County and the Participating Municipalities with respect to all matters relating to the imposition, levy, collection, administration, allocation, and distribution of proceeds of the Energy Excise Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to such matters.

SECTION 7
AMENDMENT OR MODIFICATION OF AGREEMENT

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Participating Municipalities.

SECTION 8
GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and laws of the State of Georgia.

SECTION 9
SEVERABILITY

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

SECTION 10
COMPLIANCE WITH LAW

The County and each Participating Municipality shall comply with all applicable local, state, and federal statutes, ordinances, rule, and regulations.

SECTION 11
NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

SECTION 12
COUNTERPARTS

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

SECTION 13
EFFECTIVE DATE OF ENERGY EXCISE TAX

The County and each Participating Municipality agree that the Energy Excise Tax shall become effective date on January 1, 2013.

IN WITNESS WHEREOF, the County and the Participating Municipalities, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

[SIGNATURES FOLLOW ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

BARTOW COUNTY, GEORGIA

BY: _____
Sole Commissioner

ATTEST: _____
County Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

CITY OF ADAIRSVILLE, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

CITY OF CARTERSVILLE, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

CITY OF EMERSON, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

CITY OF EUHARLEE, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

CITY OF KINGSTON, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DATED THIS _____ DAY OF _____, 2012.

CITY OF WHITE, GEORGIA

BY: _____
Mayor

ATTEST: _____
City Clerk

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM**

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

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	We have 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 we asked them for pricing to rework these filters. The price for the design portion of this project is \$58,260.00. This will be paid from bond funds. All E-verify and SAVE documentation is on file. I recommend approval of this contract to engineer this rehab project.
City Manager's Remarks:	Your approval of the filter drain replacement as outlined above is recommended.
Financial/Budget Certification:	This will be paid from bond funds.
Legal:	
Associated Information:	All E-verify and SAVE documentations are on file.



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
Purchase of 135 Etowah Drive

SubCategory:	Contracts/Agreements
Department Name:	City Manager's Office
Department Summary Recommendation:	This is one of the three properties that we have 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. We are seeking council approval to purchase the property at said price and pay all reasonable closing costs, estimated to be below \$1,500. This grant program will cover 75% of the total expense, or an estimated \$69,150. As a reminder, this property will be demolished once purchased, and the land left in a "natural" flood plane state. Your approval is recommended.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	
	SAVE Document signed by Sheryl Pealor

Exhibit "N"**Statement of Voluntary Participation**

This Agreement is made and entered into this 15th day of October, 2012, between The City of Cartersville, hereinafter referred to as "Subgrantee," through its authorized agent, Thomas Quist, and (property owner) Sheryl Pealor, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) 135 Etowah Drive, Cartersville, GA 30120, hereinafter referred to as "property."
2. Subgrantee has notified the Seller that the Sub-grantee may wish to purchase the referenced property and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property, as of October 15, 2012 is \$90,700 determined by valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided on 44 C.F.R. part 80.
4. Subgrantee has notified Seller that **neither the State nor the Subgrantee will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to Subgrantee the transaction is voluntary and Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

This Agreement shall expire on December 31, 2012, unless the Seller has voluntarily sold property to the Subgrantee by that date.



 Property Owner Signature

10/15/12

 Date



 Sub-grantee's Authorized Agent Signature

10/15/12

 Date

CONTRACT FOR SALE OF REALTY

Agreement made October 15, 2012, between Sheryl Pealor, of 135 Etowah Drive, Cartersville, GA 30120, County of Bartow, State of Georgia, seller, and City of Cartersville, of P.O. Box 1390, Cartersville, GA 30120, County of Bartow, State of Georgia, purchaser.

Section 1. Sale

Seller agrees to sell and purchaser agrees to purchase the following described real estate, with its appurtenances, located in the County of Bartow, State of Georgia, and more fully described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CARTERSVILLE AND BEING IN LAND LOT 525 OF THE 4TH DISTRICT, 3RD SECTION OF BARTOW COUNTY, GEORGIA AND CONTAINING 0.281 ACRES, AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 8, PAGE 134, BARTOW COUNTY GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Section 2. Purchase Price and Method of Payment

The purchase price is \$90,700, payable to seller as follows:

- a. The sum of \$0 by check payable to the order of seller upon execution of this contract, receipt of which is acknowledged by seller.
- b. The balance of \$90,700 by bank cashier's check to the order of seller, to be delivered at the time of closing.

Section 3. Title Insurance

Purchaser shall procure an owner's title insurance policy insuring purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of seller in the above described premises, subject to the exceptions or exclusions listed in the Preliminary Title Certificate, Exhibit A to this agreement.

If title to the described property is found to be defective in the opinion of the attorneys for the City of Cartersville, seller shall have 30 days after receipt of written notice of the purported defects within which to cure those defects.

Section 4. Taxes and Assessments

Purchaser agrees to pay before delinquency all taxes and assessments that may become due on the premises. In the event purchaser fails to make any payment for taxes and assessments in this agreement provided to be made by purchaser, seller may make the payment. Any amount so paid by seller, together with interest on it from the date of payment

until repaid at the rate of 5% percent per year, shall be repayable by purchaser on demand, all without prejudice to any other right seller might have by reason of default.

Section 5. Risk of Loss

Risk of loss or damage to the premises by fire or other casualty between the date of this agreement and closing shall be and is assumed by seller. Seller has fire and extended casualty insurance on the buildings on the premises for their full value, and shall pay the premiums on it until closing under this agreement and transfer of possession. Insurance shall be maintained with one or more qualified and rated insurance companies.

Section 6. Deed

Seller agrees, on full payment of the purchase price in the manner specified in this agreement, to make, execute, and deliver to purchaser a good and sufficient general warranty deed to the premises meeting all of the conditions and restrictions set forth in Exhibit K.

Section 7. Closing

Closing will take place at mutually agreed location within 30 days of this agreement. At the closing, seller will provide purchaser with the deed to the premises, and purchaser will pay the unpaid balance of the purchase price by bank cashier's check to order of seller. Following the closing, purchaser will have the right to exclusive possession of the property.

Section 8. Conditions to Closing

Anything to the contrary in this agreement notwithstanding, the obligation of purchaser to consummate the closing of this transaction is subject to and conditioned on the satisfaction at or prior to closing of the following conditions precedent:

Performance by Seller.

a. Performance by Seller. The full and complete performance by seller of each and every agreement and covenant contained in this agreement to be performed by seller.

Environmental.

b. Environmental. Purchaser shall receive evidence satisfactory to purchaser that the property has not been used for the handling, treatment, storage or disposal of any hazardous or toxic substance as defined under any applicable state or federal laws or regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act and the Georgia Hazardous Waste Management Act.

In the event that the conditions stated above have not been satisfied by the closing date, purchaser shall be entitled to, at purchaser's option, terminate this agreement by written notice to seller. In the event that purchaser elects to terminate this agreement, then neither party shall have any further rights, obligations or liabilities under this agreement except to the extent that any right, obligation or liability expressly survives termination of the agreement.

Section 9. Default by Purchaser

Time is of the essence of this contract. In the event purchaser fails to make any payment of the purchase price promptly when the same shall become due as specified in this agreement, or promptly to perform any covenant or agreement contained in this contract, seller may elect to specifically enforce this agreement or to terminate this agreement and retain as liquidated damages any payments made under this agreement by purchaser. However, if the payments are inadequate to compensate seller for damages, or no payments have been made, seller may exercise the right to sue for damages arising from purchaser's default. Service of all demands, notices or other papers with respect to such termination and retention of payments may be made by certified mail, return receipt requested, at P.O. Box 1390, Cartersville, GA 30120, or at such other address as purchaser may indicate in writing to seller. Seller may elect to bring an action or actions, on any intermediate overdue installment or on any payment or payments, made by seller and repayable by purchaser. It is stipulated that the covenant to pay intermediate installments or to pay items repayable by purchaser is independent of the covenant to make a deed, and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. Thus, no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by seller of any default on the part of purchaser shall be construed as a waiver of any subsequent default.

Section 10. Default by Seller

If seller is unable to convey title in accordance with the terms of this contract, the amount paid on account of the purchase price and the net cost of examining the title shall, at the option of purchaser, be returned to purchaser on demand. Alternatively, purchaser shall have only the right of specific performance. Service of this demand may be made by certified mail, return receipt requested at 135 Etowah Drive, Cartersville, GA 30120, or at such other address as seller may indicate in writing to purchaser.

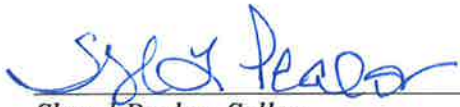
Section 11. Assignment

This agreement shall be freely assignable by purchaser, without the prior consent of seller. However, no assignment shall be binding on seller until an executed copy of it is delivered to seller at 135 Etowah Drive, Cartersville, GA 30120. Upon delivery of the copy to seller, purchaser-assignor shall be relieved of all liabilities under this contract.

Section 12. Condition of Premises

Purchaser stipulates that a full inspection of the premises has been made and that neither seller nor seller's assigns shall be held to any covenant respecting the condition of any improvements on the premises, or to any agreement for alterations, improvements, or repairs, unless the covenant or agreement relied on is in writing and attached to and made a part of this contract.

Executed at 1 North Erwin St, Cartersville, GA 30120 on the date first written above, and in the presence of the witnesses named below.



Sheryl Pealor, Seller

10/15/12

Date

Matthew Santini, Mayor, City of Cartersville

Date

Connie Keeling, Clerk, City of Cartersville

Date

WHITE, CHOATE, WATKINS, & MROCZKO, LLC
ATTORNEYS AT LAW
100 WEST CHEROKEE AVENUE
CARTERSVILLE, GA 30120
TELEPHONE: 770-382-9591
TELEFAX: 770-382-3833

PRELIMINARY TITLE CERTIFICATE

TO: ARCHER & LOVELL

PURCHASER/BORROWER: CITY OF CARTERSVILLE

This is to certify that I have examined the record title (which sources of information covers a period of not less than fifty years), as shown by the Deed Records of BARTOW County, Georgia, as correctly indexed to the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CARTERSVILLE AND BEING IN LAND LOT 525 OF THE 4TH DISTRICT, 3RD SECTION OF BARTOW COUNTY, GEORGIA AND CONTAINING 0.281 ACRES, AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 8, PAGE 134, BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

I certify that in my opinion as of SEPTEMBER 12, 2012, a good sufficient marketable fee simple title to said property is now vested in SHERYL L. PEALOR subject to the following exceptions and qualifications as herein set forth:

1. Any facts or circumstances which would be evidenced by careful inspection of the premises.
2. All questions of survey, description, outstanding Rights of Way, Mineral Interest and Easements not of record are expressly excepted.
3. All questions of liens for labor materials furnished in the last 90 days from improvements on said property which do not appear are expressly excepted.
4. All questions of any tenants, renters, lessees, or outstanding options not of record are expressly excepted, as well as the incapacity of any party or parties in the chain of title to contract.
5. Any municipal or county ordinances and other governmental regulations affecting the use of subject property.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

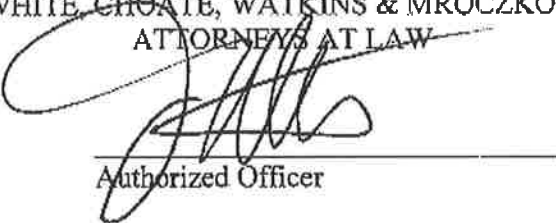
7. All taxes for the year of 2013 and subsequent years not yet due and payable.
8. 2012 taxes are DUE in the amount of \$1,299.23; Map Ref #C16-22-18; Bill #27781.
9. Security Deed from Sheryl L. Pealor, dated February 27, 2008, filed for record on March 2, 1998, and recorded in Deed Book 1095, Page 375, Bartow County, Georgia records; and assigned in Deed Book 1099, Page 597; and Deed Book 1209, Page 686, aforesaid records.

This title opinion is given for the exclusive use of ARCHER & LOVELL and shall not be relied upon as evidence of title by property owner nor any successors in title.

Date: September 28, 2012

WHITE CHOATE, WATKINS & MROCZKO, LLC

ATTORNEYS AT LAW


Authorized Officer

Title Examination Fee: \$175.00

Title Insurance/Endorsement: \$

Atty Fees: \$

Doc Prep: \$

Post Closing: \$

WCWM file #12-17231

GENERAL WARRANTY DEED FOR PROPERTY

For the consideration of \$ _____ dollars, and other valuable consideration, I/We, _____, the GRANTOR, do hereby convey to City of Cartersville, Georgia, the GRANTEE, the following described real property situated in City of Cartersville, Georgia:

[Legal Description]

The following document entitled "Deed Restrictions" is attached hereto, and by reference made a part hereof.

This the ____ Day of _____, 201__.

Owner

Owner

Witness

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public

My commission expires on: _____

"Deed Restrictions"

WITNESSETH

In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project and the City of Cartersville, its successors and assigns ("the Subgrantee,"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation ("PDM"), to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property,

Whereas, the mitigation grant program provides a process for a local government, through the state, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the property as open space in perpetuity;

Whereas, Georgia Emergency Management Agency ("GEMA") has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated July 30, 2012 with FEMA and herein incorporated by reference, making it a mitigation grant program grantee.

Whereas, the property is located in the City of Cartersville, participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Cartersville, acting by and through the City of Cartersville City Council, has applied for and been awarded federal funds pursuant to an agreement with the State dated September 11, 2012, and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Pre-Disaster Mitigation Grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space of recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for

the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on November 1, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Subgrantee, Representative

Date

Witness my hand and official seal this ____ day of _____, 201__.

Notary Public

My commission expires: _____



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM
ActiveNet Software for Parks and Recreation Department**

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	In July of 2004 the Cartersville Parks and Recreation Department began using Safari RecWare software for program registration, facility reservations, membership, league scheduling and monthly billing for our individual programs. RecWare software will no longer be supported after October 2013. The CPRD staff evaluation team (Lisa Jenkins, Teresa Myrick & Britt McGill) evaluated seven different software packages from seven different companies. Only two of the software packages offered every component that is now used by CPRD plus an on-line registration component. The team then participated in a demo of ActiveNet Software which was setup through the city's IT department. The end results was that the team chose ActiveNet as the most feasible to the city and our park and program patrons. Staff training, in the amount of \$4,510.00 was approved in 2011-12 fiscal year budget, pending software agreement. ActiveNet software was reviewed and recommended by the City's IT Department. City Attorney Keith Lovell reviewed agreement and requested changes or additions and those changes/additions are now part of this agreement. Dan Porta reviewed/negotiated the fee schedule; an automatic fee increase was deleted as well as the service fee was reduced from 6.5% to 4.5% and locked-in during the proposed agreement consisting of three, one (1) year agreements. I recommend approval of the ActiveNet software contract with authorization of Mayor Santini's signature.
City Manager's Remarks:	Your approval of the purchase of the software package as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item paid in FY 2012 budget.
Legal:	Reviewed by City Attorney's office
Associated Information:	E-verify documents are attached

Cover Memo

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of 10/2/2012 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("TAN" or "we" or "us") and City of Cartersville ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** TAN will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"). The initial Schedule is attached hereto as Exhibit A. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. **License to Intellectual Property/Promotion.** a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotions/deals from TAN; we will be responsible for providing customer service for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. **Information Collection.** TAN collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, TAN also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with TAN. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees that are not directly collected by TAN as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). TAN shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. **Disclaimer of Warranty/Limitation of Liability.** **TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TAN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. TAN'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.**

6. **Indemnification.** **Intentionally left blank**

7. **Term and Termination.** The term ("Term") of this Agreement shall commence as of the date first written above and shall continue through December 31, 2012, and thereafter (commencing January 1, 2013) shall be automatically renewed for up to three (3) one-year terms, provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate or either party gives written notice to the other party of its intention to not renew at least sixty (60) days prior to the expiration of the then-current period of the Term. Notwithstanding the foregoing in this paragraph or anything else in this Agreement, this Agreement will terminate upon thirty (30) days written notice to TAN and at any such time that City provides written notice to TAN that Client is terminating the Agreement due to appropriated and otherwise unobligated funds being no longer available to satisfy the obligations of the City under this Agreement, provided that City shall remain fully obligated as set forth herein for all claims hereunder for services provided by TAN thirty (30) days from

TAN's receipt of such notice of termination.

8. **Miscellaneous.** a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the **Uniform Computer Information Transactions Act** shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Bartow County, Georgia. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

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

Item # 9

Software as a Service Agreement
SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

THE ACTIVE NETWORK, INC.

By: _____
(Signature)

Print Name and Title

Date: _____

CLIENT

(Full Legal Name)

E-Mail

By: _____
(Signature)

Phone: _____

Address

Print Name and Title

City, State and Zip

Checks payable to

Event URL (Web site)

Date: _____

Software as a Service Agreement
EXHIBIT A

The Active Network
 10182 Telesis Court, Suite 100
 San Diego, CA, 92121, United States

Date: 05/10/2012
Expires: 06/30/2012

Customer:
LISA JENKINS
CITY OF CARTERSVILLE

Bill To:
Attn: LISA JENKINS
CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120 UNITED STATES

Ship To:
Attn: LISA JENKINS
CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120 UNITED STATES

Account Manager: Walsh-Krenicki, Jessica

Payment Terms: 30 NET

Line	Product	Units	Qty	Discount	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - Activity Registration	Ea	1		\$0.00	\$0.00
2.0	ActiveNet - Facility Reservation	Ea	1		\$0.00	\$0.00
3.0	ActiveNet - Membership	Ea	1		\$0.00	\$0.00
4.0	ActiveNet - Point of Sale	Ea	1		\$0.00	\$0.00
5.0	ActiveNet - League Scheduling	Ea	1		\$0.00	\$0.00
6.0	ActiveNet - Public Access	Ea	1		\$0.00	\$0.00
7.0	ActiveNet - Technical Professional Services - Data Conversion	Hr	8		\$200.00	\$1,600.00
8.0	ActiveNet - Data Conversion	Ea	1		\$0.00	\$0.00
9.0	ActiveNet - Standard Professional Services - General Settings	Hr	8		\$100.00	\$800.00
10.0	ActiveNet - Standard Professional Services - Activity Registration	Hr	16		\$100.00	\$1,600.00
11.0	ActiveNet - Standard Professional Services - Activity Registration - Enhanced Customer View	Hr	4		\$100.00	\$400.00
12.0	ActiveNet - Standard Professional Services - Facility Reservation	Hr	16		\$100.00	\$1,600.00
13.0	ActiveNet - Standard Professional Services - Facility Reservation - Resource Scheduler	Hr	4		\$100.00	\$400.00
14.0	ActiveNet - Standard Professional Services - Membership	Hr	16		\$100.00	\$1,600.00
15.0	ActiveNet - Standard Professional Services - Point of Sale with Inventory	Hr	16		\$100.00	\$1,600.00
16.0	ActiveNet - Standard Professional Services - League Scheduling	Hr	8		\$100.00	\$800.00

Item # 9

Software as a Service Agreement

17.0	ActiveNet - Standard Professional Services - Public Access	Hr	16		\$100.00	\$1,600.00
18.0	ActiveNet - Standard Professional Services - PreProject Planning	Hr	10		\$100.00	\$1,000.00
19.0	ActiveNet - ACH Remittance- Every 1 week	Ea	1	-1,500	\$0.00	\$0.00
20.0	ActiveNet - Safari Migration Discount	Hr	2	-8,490	(\$4,245.00)	(\$8,490.00)

Total(USD)					\$4,510.00	
-------------------	--	--	--	--	-------------------	--

General

- Customer shall pay TAN all fees for licensed software purchased hereunder upon delivery of the software.
- Delivery of licensed software shall be deemed to have occurred upon TAN's email transmission to customer's designee of an FTP link permitting download of the software from TANs designated online site, or where delivered in the form of physical media, FOB Origin.
- The start date for support and maintenance for implementations performed by TAN will be the first day of implementation of the licensed software or 90 days following the delivery of the licensed software, whichever occurs first, and upon delivery of the licensed software for implementations performed by customer or a third party vendor.
- Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice).
- Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.
- Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.
- The software and manuals are available for download.
- All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives.
- Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN.

Ongoing Fees

Cash and check payments entered by Client through the staff interface will be assessed a 1.5% Service Charge. Gift Cards, Scholarships, Credit on Account transactions are exempt from this Service Charge.

An additional ECP (electronic check payment) Service Charge of 3% will be applied to offline ECP payments. Refunds to ECP will be assessed a \$0.10 refund fee.

All other staff interface payments will be assessed a Service Charge of **3.75%** and any refunds of such payments will be assessed a \$0.10 refund fee.

All offline Service Charges will be paid for by the Client and will be deducted from remittance totals or invoiced as appropriate

As a part of a promotional offering each online registrant will pay the event registration fee charged by Client and a Service Charge equal to 4.5% + \$1.00 for all transactions \$0-\$150, \$150-\$500 = 3.5% + \$5.50, and \$500+ = 2.5% + \$10.50 with a minimum Service Charge of \$2.00 for the first term of the agreement. After the first term of the agreement, each online registrant will pay the event registration fee charged by Client and a Service Charge equal to 6.5% + \$1.00 for all transactions \$0-\$150, \$150-\$500 = 3.5% + \$5.50, and \$500+ = 2.5% + \$10.50 with a minimum Service Charge of \$1.00. There are no advertising offers – Active Rewards or Active Readers - on the public access interface.

TAN may change the Service Charges at any time and Client agree to such change unless Client provides TAN with written objection to such change within 30 days from the date such change is first implemented. TAN will be responsible for collecting all registration fees charged by Client and all Service Charges assessed by TAN. All registration fees, except Service Charges, are Client's exclusive property. Any registration fees collected by TAN will be sent to Client weekly by ACH and Service Charges shall be retained by TAN.

TAN shall not be responsible for processing or making any refunds. TAN may reimburse itself for any chargebacks and associated fees out of registration fees collected by it. In the event such funds are not available, Client agrees to reimburse TAN for any chargebacks or refunds.

Software as a Service Agreement

ANNUAL SUPPORT AND MAINTENANCE

The following supplies and services are included in Support and Maintenance:

- Unlimited technical support between 6:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
 - Site has remote access and Internet email capability for extended support hours
 - Support calls placed during extended support hours must be placed by an authorized contact person
 - Support calls during extended support hours are for 'system down' problems that result in a customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around. All other calls placed during extended support hours will be billed to the customer.
- Access to the Active Network's secure customer care web portal, discussion forums, knowledgebase and online training materials
- Regular documentation and communication
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
 - Assistance troubleshooting Third Party products i.e. Crystal Reports, Citrix client
 - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
 - General network/internet support i.e. network access, printing, internet access
 - PC hardware troubleshooting
 - PC setup, configuration and optimization
 - Network operating system configuration and functionality
 - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
 - Loss of supervisor or other password

ANNUAL SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance:

- Installation of new software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by highly skilled personnel using an extensive series of automated probes from multiple locations
- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time
- Service agreements between The Active Network and critical vendors essential to the continuing successful operation of the hosted environment
- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. The Active Network may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

Software as a Service Agreement

SUPPORT ISSUE PRIORITIES AND TIMELINES

TICKET RESOLUTION TARGETS

- New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:

Call Priority Level	Description	Standard Completion Target
Priority 1	Fatal issues that result in the customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled	2 business day
Priority 3	All other issues, except those classified as D (Low); i.e. how-to questions, reporting/reconciliation issues	3 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement	None
Guaranteed Uptime	For Hosted Customers	95% per year

SERVICES NOT INCLUDED

The following supplies and services are excluded from Support and Maintenance:

- Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the software was originally installed
- Services which are required to remedy problems which do not stem from any defect in the software
- Services which are required to remedy problems caused by lack of training of the customer's personnel
- Improper treatment or use of the software
- Onsite or remote training services
- Full report customization service
- Database-specific services or assistance

RESTRICTIONS

The following actions will void the support and maintenance portion of the Active contract:

- The use of any other application that modifies data in the database, whether created by you or otherwise
- The use or creation of any other application that competes with or replaces a module that is offered by the Active Network to work with either the application or the application's database

Software as a Service Agreement

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31 st)	✓	

Software as a Service Agreement

APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

1. PURCHASE AND SALE; DELIVERY

(a) **Purchase Commitment and Price.** TAN hereby agrees to sell to Customer, and Customer hereby agrees to purchase from TAN, the Third Party Products listed in Exhibit A in the volumes and at the prices described therein. For purposes of this Addendum, "Third Party Products" means those hardware, firmware and/or software products, provided to TAN by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by TAN.

1.2 **Delivery.** TAN will ship all or any part of the Third Party Products to Customer as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time TAN considers reasonable in order to meet the desired delivery date described) after receipt by TAN of a purchase order from Customer specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 **Changes by Customer to Delivery Schedule.** Following delivery by Customer of any purchase order documentation described in section 1.2, no changes by Customer to the shipment schedule described therein will be permitted unless TAN is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Customer to TAN in respect of Third Party Products are not binding upon TAN until accepted by TAN in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Customer, other than the information required by TAN as set forth expressly in this Agreement, will be binding upon TAN, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that TAN may accept or otherwise approve such purchase orders. TAN reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 2.2.

1.5 **Additional Third Party Products.** Customer may purchase Third Party Products in addition to those listed in the Exhibit A by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Exhibit A on the date of execution of Exhibit A subject to the following:

- (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and
- (b) TAN shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Customer without any liability to Customer whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS

2.1 **Prices.** The pricing applicable to Third Party Products is as set out in the Exhibit A in the form finally agreed to by the Parties.

2.2 **Pricing Variability.** Customer acknowledges that:

- (a) the prices described in Exhibit A are applicable for six (6) months after the date of execution hereof, and such prices are based upon Customer taking delivery of the full number of any particular Third Party Product listed in Exhibit A in a single shipment; and
- (b) Customer hereby agrees that after the expiry of such initial six-month period or, in case of Customer seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed Exhibit A, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Exhibit A, TAN will notify Customer of any such different pricing and Customer will accept such different pricing, as mutually agreed between Customer and TAN, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, TAN will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS

4.1 **Third Party Proprietary Rights and Indemnity by Customer.** Customer acknowledges that any Third Party Products supplied by TAN hereunder are supplied by TAN as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Customer will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Customer will defend or settle any claim made or any suit or proceeding brought against TAN insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Customer

Item # 9

Software as a Service Agreement

hereunder has been installed, used, or otherwise treated by Customer or any client or customer of Customer in violation of the proprietary rights of any third party or on an allegation that Customer or any client or customer of Customer has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that TAN will notify Customer in writing promptly after the claim, suit, or proceeding is known to TAN and will give Customer such information and assistance as is reasonable in the circumstances. Customer will have sole authority to defend or settle any such claim at Customer's expense. Customer will indemnify and hold TAN harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 Third Party Products which are Software. Customer acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than TAN who possess the rights to control such possession, installation and use.

5. WARRANTY

5.1 Warranty. TAN warrants to Customer that TAN has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Customer agrees that Customer will rely solely on such Third Party Product warranties and Customer shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.

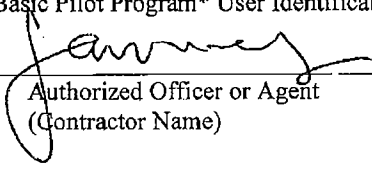
CONTRACTOR AFFIDAVIT AND AGREEMENT

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.

197649
EEV/Basic Pilot Program* User Identification Number

BY: 
Authorized Officer or Agent
(Contractor Name)

May 9/12
Date

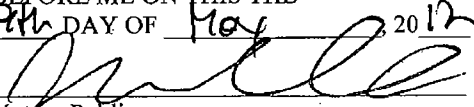
General Manager
Title of Authorized Officer or Agent of Contractor

The Active Network – James Reyes
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

9th DAY OF May, 2012



Notary Public

My Commission Expires:

unlimited duration

* 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).

ALAN I. CHIM
Barrister & Solicitor
ALAN CHIM LAW CORPORATION
Suite 406 – 6400 Roberts Street
Burnaby, B.C. V5G 4C9
Phone: (604) 606-2550



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM
UHC Medicare Advantage Insurance Renewal**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	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 city retirees will remain the same for this product for 2013. I recommend approval of the retiree insurance renewal with United Healthcare Medicare Advantage.
City Manager's Remarks:	Your approval of retiree health insurance as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted expense.
Legal:	
Associated Information:	Everify and SAVE are on file.



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM
Window Treatments for Public Safety Headquarters**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Window treatment (blinds) bids were posted on the city's website for the new Public Safety Headquarters and three companies submitted bids as follows: • Made in the Shade of North Atlanta (Cartersville) – Option 1: 25 year warranty \$16,375.00 • Made in the Shade of North Atlanta (Cartersville) – Option 2: 10 year warranty \$14,768.00 • Budget Blinds of East Marietta --25 year warranty \$16,000.00 • Prestige Blinds (Sandy Springs)--25 year warranty \$24,495.50 After reviewing the bids, I recommend going with Made in the Shade of North Atlanta, option 1 in the amount of \$16,375.00.
City Manager's Remarks:	
Financial/Budget Certification:	Budgeted in the 2007 SPLOST.
Legal:	
Associated Information:	Everify and SAVE have been received.



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
Fiber Installation by Parker Systems, LLC.

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department secured a three year fiber lease agreement with Komatsu for fiber services that will bring in \$2,500 per month in revenue. In order to serve Komatsu, fiber optic cable had to be installed at a cost of \$25,383.80. This is just over a ten month payback for this new customer and I recommend approval of this expense.
City Manager's Remarks:	The install with Parker Systems as outlined above is recommended for your approval.
Financial/Budget Certification:	Revenues from new service will pay for the installation of fiber optic cable.
Legal:	
Associated Information:	Everify and SAVE documents are on file.



PARKER SYSTEMS, LLC

P O BOX 688
SUMMERVILLE, GA 30747 800-872-7537

Invoice

DATE	INVOICE #
9/20/12	10595

BILL TO
CARTERSVILLE FIBERCOM P O BOX 1390 CARTERSVILLE GA 30120

	P.O. NO.	DUE DATE	Account #	PROJECT													
		10/5/12		3902 - KOMATSU													
QUANTITY	DESCRIPTION			RATE	AMOUNT												
	RIVER ROAD CONSTRUCTION PROJECT - KOMATSU PROPERTY GASTE TO CARTERSVILLE FIBERCOM CONNECTION POINT, AS QUOTED				25,383.80												
SEP 24 2012 Ch Fiber APPROVED FIBER DEPT DATE APPROVED 10 / 4 / 12 DEPT HEAD: JSA CITY MGR <table><thead><tr><th>CHARGE ACCOUNT(S)</th><th>AMOUNT</th></tr></thead><tbody><tr><td>570 - 3900 - 54 - 1510</td><td></td></tr><tr><td>570 - 3900 -</td><td>-</td></tr><tr><td>- - -</td><td>-</td></tr><tr><td>- - -</td><td>-</td></tr><tr><td>TOTAL</td><td>\$ 25,383.80</td></tr></tbody></table> Komatsu						CHARGE ACCOUNT(S)	AMOUNT	570 - 3900 - 54 - 1510		570 - 3900 -	-	- - -	-	- - -	-	TOTAL	\$ 25,383.80
CHARGE ACCOUNT(S)	AMOUNT																
570 - 3900 - 54 - 1510																	
570 - 3900 -	-																
- - -	-																
- - -	-																
TOTAL	\$ 25,383.80																

VISA/MC ACCEPTED
2.5% CREDIT CARD FEE

Total \$25,383.80

Payments/Credits \$0.00

Balance Due \$25,383.80

Item # 12



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
SiteMed Annual Medical Clearance Physicals

SubCategory:	Bid Award/Purchases
Department Name:	Fire Department
Department Summary Recommendation:	This is the annual contract for the Firefighter Medical Clearance physicals in accordance to National Fire Protection Standard 1582 (NFPA) and OSHA 1910.156. These physicals will be conducted on-site at Cartersville Fire Department and are a required component of the health and safety program for CFD under NFPA 1500. This testing will include, but not limited to, cardiac, respiratory, vision, strength, labs and aerobic capacity. Total cost for the basic screening will be \$20,540.00 and will be paid for through the employee health fund. There is additional specialized testing that must occur on all hazmat team members only. We respectfully request approval at this time for funding up to, but not to exceed \$22,000.00 for this contract with SiteMed. This is a budgeted item and all E-verify documents are on hand. If approved the test will begin on November 6th, 2012.
City Manager's Remarks:	Your approval of payment for Fire Dept. physicals as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	All E-Verify Documents on hand.



Chief Scott Carter
 Cartersville Fire Department
 19 North Erwin St.
 Cartersville, GA 30120

September 26, 2012

Re: Firefighter Medical Clearance Program

Dear Chief Carter,

Please find the attached proposal for your Firefighter Medical Clearance Program. I have listed several key factors that differentiate us from the competition.

1. Our examination meets and exceeds the NFPA 1582 standard.

Other companies only perform an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments. Components that we include that are typically missing from other programs include:

- Comprehensive head to toe physical exam
- Option for Audio booth testing
- C.2.1.1.2 Hand grip strength evaluation
- C.2.1.1.3 Leg Strength Evaluation
- C.2.1.1.4 Arm Strength Evaluation
- C.2.1.1.5 Push-up muscle endurance evaluation
- C.2.1.1.6 Curl-up muscle endurance evaluation
- C.2.1.1.7 Sit and reach flexibility evaluation

We can exceed the NFPA Standard by offering optional advanced genetic testing for heart disease and other services to help keep your firefighters healthy.

2. We are doctor owned and operated.

We own our clinic and Dr. Fernandez and Dr. Walker are licensed to practice medicine in 8 states throughout the Southeast. What does this mean for you? Consistency, Reliability, & Dependability. Other companies owned by non-physicians hire outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams. This is what we do all day every day. Let us put our experience to work for you. Have medical questions about your firefighters but don't know who to ask? Don't worry, with SiteMed you will have year-round access to our physicians.

3. We use a unique Two Phase Process

Phase I – Techs gather all blood work and administer testing.

Phase II – Medical Provider on-site for physical exam and one on one consultation.

How does this benefit you? By having the test results available prior to the consultation, we are able to customize a treatment plan to meet your specific needs. This allows for a much more productive and valuable consultation. This time with your medical provider is what matters and where you see results.

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
 Marietta, GA 30066
 SiteMedFire.com

112 Dorton Court
 Garner, NC 27529
 Phone/Fax 888-837-4819

Item # 13



4. Post-Event Management

As physicians, we will coordinate follow up clearances and mitigate medical clearance issues for you. What does this mean to you? We are with you every step of the way and sweat the small stuff so you don't have to.

Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

Sincerely,

Lance Walker, DO
Medical Director

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Dismas Court
Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



SiteMed will provide the following firefighter physicals for **\$260.00 per firefighter**. Cost for your firefighter physical program is based on a minimum of 68 exams and includes the services listed below, technician(s) and medical provider. **Total cost, excluding any additional services is \$20,540.**

SiteMed will come on-site once per year. Each on-site visit will consist of 3 Phase I days, up to 4 hours each day, and 3 Phase II days, up to 8 hours each day, for a total of 6 days each year. Additional hours or days will be invoiced separately.

Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582 and includes:

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination
Comprehensive physical exam includes: head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Pulmonary Function Testing (PFT)
- Vision – Snellen (distance) screening
- Audio Screening - with a sound booth in our Mobile Medical Van
- EKG – 12-lead resting electrocardiogram
- Gerkin sub maximal stress test - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.1.1 protocol*)
- Jackson System Strength Testing – Muscular Strength: includes grip, leg and arm strength (*per NFPA 1582 C.2.1.1.2; 1.3; 1.4 protocol*)
- Flexibility: sit & reach (*per NFPA 1582 C.2.1.1.7*)
- Muscular Endurance: push-up & curl-up (*per NFPA 1582 C.2.1.1.5; 1.6*)
- One-on-one consultation with licensed medical provider
- Copy of results and interpretations provided to each firefighter in sealed envelope
- Clearance letters will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility at least 2 weeks prior to Phase 2

Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows: 25% to be invoiced after Phase I is completed

75% to be invoiced after Phase II is completed

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
Marietta, GA 30066
SiteMedFire.com

112 Dorton Court
Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



Additional Services - Fees are in addition to the above basic program cost.

Chest X-Ray – minimum required	\$110 per person
Vision – Titmus color blindness, visual acuity and depth perception	\$15 per person
Hepatitis B Injections	\$75 per vaccine
Price is per person, per vaccine with a series of 3 shots – includes cost of the vaccines	
Tuberculosis Screening (minimum number required)	\$10 per person
Influenza Vaccination – Flu – must be scheduled in advance, minimum number required	\$25 per person
Fecal Occult Blood Screening (>40 y.o.)	\$15 per person
Blood typing (ABO grouping & Rho-D)	\$17 per person
Hepatitis B Antibody Screening (Titer Test)	\$27 per person
Hepatitis C Screening	\$27 per person
HIV – Screening	\$25 per person
CRP (C-Reactive Protein)	\$15 per person
Hemoglobin A1C	\$40 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – male	\$22 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals (Haz-Mat teams)	Per request
DOT Medical Cards	\$15 per card

This agreement made and entered this **date** _____ of _____, **2012** between **SiteMed** and **Cartersville Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing. Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The below listed pricing will only be guaranteed for the initial period of one (1) year and only while below listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Cartersville Fire Department – Representative

Date

SiteMed – Representative

Date

The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone at 888-837-4819. Thank you.

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
 Marietta, GA 30066
SiteMedFire.com

112 Elm Street
 Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



SiteMed Lab Analysis

Chemistry Screen:

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Urea Nitrogen (BUN)	Total Bilirubin – Liver Function
eGFR	Direct Bilirubin
Creatinine	Alkaline Phosphatase – Liver Function
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH – Heart Enzyme
Iron (TIBC)	

Lipids:

Triglycerides
 Cholesterol, Total
 HDL-High Density Lipoprotein Cholesterol
 LDL-Low Density Lipoprotein Cholesterol
 VLDL-Very Low Density Lipoprotein Cholesterol
 Cholesterol / HDL-Cholesterol
 Estimated Coronary Heart Disease Risk

Thyroid:

Thyroid-stimulating Hormone (TSH)
 Thyroxine (T4)
 T3 Uptake
 Free Thyroxine Index

Complete Blood Count (CBC):

White Blood Count (WBC)	Hemoglobin
Red Blood Count (RBC)	Mean Corpuscular Volume (MCV)
Hematocrit	Mean Corpuscular Hemoglobin (MCH)
Platelets	Mean Corpuscular Hemoglobin Concentration (MCHC)
Lymphs	Polymorphonuclear Neutrophils (Polys)
Monocytes	Basos
Eos	

Urinalysis:

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

ON-SITE FIREFIGHTER PHYSICALS

1810 White Circle · Suite 155
 Marietta, GA 30066
SiteMedFire.com

112 Dismal Court
 Garner, NC 27529
Phone/Fax 888-837-4819

Item # 13



RERERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitor's.

- **Marietta Fire Department (GA)** – Asst. Chief Chris Whitmire – 770-794-5470
cwhitmire@mariettaqa.gov
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434-6667
racree@ci.smyrna.ga.us
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387-5635
scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451
erobinson@cherokeega.com
- **Paulding County Fire/Rescue (GA)** – Chief Joey Pelfrey – 404-867-2881
jpelfrey@paulding.gov
- **Hoover Fire Department (AL)** – Chief Rick Patterson – 205-229-9381
pattersr@ci.hoover.al.us
- **Wake Forest Fire Department (NC)** – Chief Ron Early – 919-556-1966
rearly@wakeforestfire.com
- **Cornelius Fire Department (NC)** – Chief Jim Barbee – 704-892-1544
jbarbee@corneliusfd.org
- **Western Wake Fire Rescue (NC)** – Assistant Chief Ed Brantley – 919-836-1900
ebrantleywwfr@yahoo.com
- **Roanoke Rapids Fire Department (NC)** – Chief Gary Corbet – 252-533-2880
gcorbet@roanokerapidsnc.com
- **Davidson Fire Department (NC)** - Assistant Chief Frank Molinek – 704-577-0632
fmolinek@townofdavidson.org
- **City of Asheville (NC)** – Fire Chief Barry Hendren – 828-259-5646
bhendren@ashevillenc.gov

ON-SITE FIREFIGHTER PHYSICALS



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM
Repairs to 2008 Mack Garbage Truck**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works (Solid Waste)
Department Summary Recommendation:	Recently the factory installed Tier III Emission Exhaust system needed to be repaired on our 2008 Mack Commercial Frontloader garbage truck. The nearest factory authorized Mack dealership is Nextran Truck Center in Kennesaw, Georgia. The repair is \$10,854.14. The truck has been repaired already since this is our flagship commercial vehicle. We are asking for approval after the fact due to the breach of the \$5000.00 threshold. Funding for these repairs comes from the Solid Waste Budget under Maintenance Vehicles and Equipment. We recommend approval of this request.
City Manager's Remarks:	This item was an emergency item needed to keep this truck in service. Your approval of payment for its repair as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from Vehicle Maintenance account 540-3200-52-2360.
Legal:	
Associated Information:	Everify and SAVE documentation is on file for this vendor.

Order No. PW57127 *
 Invoice Date 10/09/12

WORK ORDER INVOICE
 Customer Copy
 ***** C A S H *****

Page 1
 Time 16:00:14

B CITY OF CARTERSVILLE
 I T P.O. BOX 1390
 L O CARTERSVILLE, GA 30120
 L

1M2AV04C58M001154 2008 MCK MRU613
 Unit 6232 License
 Reading In 81139 0
 Arrival 9/26/12 at 13:15
 DELIVERY 10/02/07

Cust# 80272

(770) 387-5786

CNTCT JOHNNY FORSYTH (770) 387-5786

!!!!!!!!!!!!THANK YOU FOR CHOOSING NEXTRAN KENNESAW SERVICE!!!!!!!!!!!!!!

!!!!!!YOUR COMMENTS ARE WELCOME PLEASE CONTACT OUR SERVICE MANAGER!!!!!!

!!!!!!CHRIS ENGLEDOW IF YOU HAVE ANY QUESTIONS OR CONCERNS!!!!!!!!!!!!!!

-----S U M M A R Y-----

Seg Description	Labor	Parts	Misc.	Total
01 WILL NOT REGEN	2,361.60	7,378.20	.00	9,739.80
03 B-PM Minor Service MP7	150.00	266.26	.00	416.26
04 LEFT CAB LATCH LEAKING	149.60	375.50	.00	525.10
T O T A L S	2,661.20	8,019.96	.00	10,681.16

Tax I.D.: 008004528

MISCELLANEOUS SUPPLIES...: 172.98
 Sales Tax : .00

*** PAY THIS AMOUNT ***

Customer Total : 10,854.14

Order No. PW57127 *
Date 10/09/12

WORK ORDER INVOICE
Customer Copy
***** C A S H *****

Page 2
Time 16:00:14

01 WILL NOT REGEN

Code: MCK 2 27

SW# 949 Johnny Black

CUSTOMER STATES THAT SOOT LEVEL IS AT 160% AND THERE IS AN EXHAUST LEAK BEFORE THE DPF. PERSON OF CONTACT IS BOBBY ELLIOTT. 770-547-8006. PULLED CODES AND FOLLOWED GUIDED DIAGNOSTICS FOR DIFFERENTIAL PRESSURE CODE. FOUND DPF FILTER CANISTER DAMAGED AND FILTER AS WELL. ALSO FOUND ENGINE WIRING HARNESS FAULTY. CONTACTED CUSTOMER AND REPLACED ENGINE HARNESS AND OIL LEVEL SENSOR. ALSO REPLACED DPF CANISTER AND FILTER. REPLACED IGNITION WIRE AND SPARK PLUG ALSO. CLEARED CODES AND ROAD TESTED. ALL OK AT THIS TIME.

LABOR CHARGED:

**Labor
Amount**
2,361.60

Parts Qty	Part#/Desc	N R	T X	Unit Price	Extended Amount
10	AF9100		N	8.25	82.50
2	AF9100		N	8.25	16.50
1	AF9100		N	8.25	8.25
2	20414903		N	7.09	14.18
1	20555696		N	6.66	6.66
1	20570437		N	3.85	3.85
1	20592783		N	22.13	22.13
1	20592787		N	22.52	22.52
1	20804638		N	61.96	61.96
2	20835024		N	38.66	77.32
1	21401712		N	897.15	897.15
1	21521353		N	93.84	93.84
2	21770884		N	40.04	80.08
1	21771038		N	3473.65	3473.65
1	21817835		N	2495.75	2495.75
12	25164660		N	.69	8.28
1	25164660		N	.69	7.17
1	471005103		N	5.48	5.48
8	983472		N	.33	2.64
4	983472		N	.33	1.32
TOTAL PARTS					7,378.20
SEGMENT SUBTOTAL					9,739.80

Order No. PW57127 *
Date 10/09/12

WORK ORDER INVOICE
Customer Copy
***** C A S H *****

Page 3
Time 16:00:14

03 B-PM Minor Service MP7/8

Code: MCK PM 4

SW# 003 CLAIRE BYNOE

DOES THE CUSTOMER WANT AN AIR FILTER? AUTH _____ DECLINED _____
COMPLETED B-MINOR INSPECTION PER CHECK LIST.
INSTALLED FILTER KIT AND CHANGED OIL
GREASED CHASSIS

LABOR CHARGED:

Labor
Amount
150.00

Parts Qty	Part#/Desc	N R	T X	Unit Price	Extended Amount
1	20972295		N	33.81	33.81
1	21380521		N	21.58	21.58
1	21707135		N	21.75	21.75
2	21707136		N	12.46	24.92
1	21937331		N	10.90	10.90
42	9853 BULKE00PLUS		N	3.65	153.30
TOTAL PARTS					266.26
SEGMENT SUBTOTAL					416.26

Order No. PW57127 *
Date 10/09/12

WORK ORDER INVOICE
Customer Copy
***** C A S H *****

Page 4
Time 16:00:14

04 LEFT CAB LATCH LEAKING

Code: MCK 8 80

SW# 067 Chris Engledow

PULLED TRUCK IN SHOP AND JACKED CAB OVER. PULLED LEAKING CAB LATCH.
REPLACED CAB LATCH AND FILLED CAB JACK WITH FLUID. TESTED. ALL OK AT
THIS TIME.

LABOR CHARGED:

**Labor
Amount**
149.60

Parts Qty	Part#/Desc		N T R X N	Unit Price	Extended Amount
1	25158598	LOCK		375.50	375.50

TOTAL PARTS 375.50
SEGMENT SUBTOTAL 525.10

***** PAY THIS AMOUNT *****

CUSTOMER TOTAL 10,854.14



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM
Bucket Truck #516 Modification for Electric Department**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	This is a maintenance item over \$5,000. This item was briefly discussed at a prior Council meeting. Bucket truck #516 is currently in the shop being rebuilt. While this unit is in the hands of the vendor, we would like the vendor to make several modifications to bring this truck up to the specification that we use for new bucket trucks. The modifications are listed in detail on the attached and are to improve productivity using the truck. The price estimated by the vendor for the modifications is \$19,097.34. I recommend approval of this expenditure.
City Manager's Remarks:	This item has been discussed with you previously. This is the firm cost. Your approval is recommended.
Financial/Budget Certification:	This item was not specifically budgeted but will replace another project that was budgeted.
Legal:	N/A
Associated Information:	Employment verification documentation is on file.

CITY OF CARTERSVILLE ELECTRIC SYSTEM MODIFICATION OF BUCKET TRUCK #516

Contact Information:

City of Cartersville Electric System
Attn: David Myers
P.O. Box 1390
320 S. Erwin St.
Cartersville, GA 30120

Phone: 770-387-5631
Fax: 770-387-5630
dmyers@cityofcartersville.org

Vehicle #516 Details:

2003 Freightliner FL-80
VIN 1FVABXAK33HJ93715

Terex 5TC-55
S/N 2020318968

A. REBUILD

1. Standard Inspection: Inspect Aerial Device, structure, hydraulic system, platform, material handler, outriggers, three-point ground system, and Service Body.
2. Standard Rebuild: Rebuild or replace as applicable defective or worn items.

B. AERIAL DEVICE MODIFICATIONS

1. Material Handler Jib: Replace manual jib with hydraulic extend under load jib.
2. Paint: Color White (to match chassis). Paint aerial device with powder coat process inside and outside.
3. Testing/Inspection of Aerial Device: Inspect and test aerial device so it is ready to use upon delivery.

C. SERVICE BODY MODIFICATIONS

1. First Vertical Compartment – Street Side: 2 material hooks (1-0-1). One fixed metal shelf with lip approximately 58" long extending through to 1V curb side mounted approximately 12" below top of bin suitable for storage of rubber goods (shelf stops at rear of bin and does not extend to doors). (See Photo 1).
2. First Vertical Compartment – Curb Side: 2 material hooks (1-0-1). Shelf as noted above.
3. Ladder Rack: Angled to outside on compartment top from body rear to body front. Two storage straps approximately 18" from each end to secure ladder. (See Photo 2).

CITY OF CARTERSVILLE ELECTRIC SYSTEM MODIFICATION OF BUCKET TRUCK #516

4. Hot Stick Tube: A single 6" diameter PVC tube, 102" long, with end cap on front and hinged latched door on rear, located on compartment top under angled ladder rack, rear flush with rear of compartment. (See Photo 2).
5. Bin Door Arms: Replace door spring arms with chain stops. Replace paddle door latches and door seals as necessary.
6. Slide Lock Repair: Repair slide bar lock system in curb side horizontal bin, it currently does not lock.
7. Link Stick Storage: Two "U" brackets, 6"x12", on upper back wall of street side compartment in cargo bed suitable for storage of link sticks. One bracket at rear, one bracket approximately 5' towards front. (See Photo 3).
8. Ground Rod Storage: Metal tube, 4" diameter, 94" long below link stick brackets, angled down in front to prevent ground rods from sliding out during transit. Tube top open, tube bottom closed with drain hole. (See Photo 3).
9. Tie Downs: Two recessed fold down tie downs on tail shelf street side suitable to secure pole mount transformer.
10. Preform Storage: Twelve 6" diameter tubes. Six curb side and six street side underneath tail shelf/line hose compartment accessed from curb side and street side. Tubes angled down to prevent preforms from sliding out during transit, tube top with vertical metal rod to prevent preforms from sliding through tube, tube bottom open. Arranged 3-18" length tubes on top, 3-30" tubes length tubes on bottom, each side. (See Photo 4).
11. Spool Rung on Platform Step: Removable rung for 12" diameter spool to free turn, mounted under platform step suitable for poly wire spool. (See Photo 5).
12. Spool Rung on Platform Rest: Removable rung for 12" diameter spool to free turn, mounted on platform rest frame suitable for ground wire spool. (See Photo 6).
13. Compartment Lights: Replace rope lighting in bins with 5" diameter incandescent lights with 1141 lamps. Mount lights in each curb side compartment and underneath hot-stick shelf in each street side compartment.
14. Spot Lights: Check and repair three movable spot lights on service body.
15. Lower Warning Lights: Four amber strobes, 4" diameter, recessed. Two in front bumper, two in rear light channel. Wired to switch in cab.

CITY OF CARTERSVILLE ELECTRIC SYSTEM MODIFICATION OF BUCKET TRUCK #516

16. Clearance Light: Two 2" circular amber marker lights. One on front of service body street side, one on front of service body curb side. Used as illumination to enter cab. (See Photo 7).
17. Conductor Rack Lip: 8" lip on street side and curb side of conductor rack above hood and cab (to prevent stored hand coiled conductor from sliding off during transit).
18. Cone Holder: Storage for 5 traffic cones, inverted, on front bumper, curb side front. (See Photo 8).
19. Front Tow Hooks: Front tow hooks suitable to pull vehicle when stuck, cut tow hook access holes in front bumper if necessary.
13. Fender Guard: Repair loose fender guard curb side rear.
16. Mud Flaps: Install mud flaps.
14. Non-skid: Apply non-skid black coat to all walking surfaces.
15. Undercoat: Apply automotive underseal to entire understructure.
12. Paint: Color White (to match chassis). Paint service body, conductor rack, conductor rack posts, front bumper, street side mirror, curb side mirror, and tire rims with two part epoxy process inside and outside with urethane enamel on exterior.
17. Placards: Replace safety, warning, and instructional placards.
18. Testing/Inspection of Service Body: Inspect and test service body so it is ready to use upon delivery.

D. CHASSIS MODIFICATIONS

1. Spot Lights: Remove two movable spot lights above doors on chassis.

CITY OF CARTERSVILLE ELECTRIC SYSTEM MODIFICATION OF BUCKET TRUCK #516

Photo 1: 1V Through Shelf



Photo 3: Link Stick/Ground Rod Storage



Photo 2: Hot Stick Tube/Ladder Rack



Photo 4: Preform Storage



CITY OF CARTERSVILLE ELECTRIC SYSTEM MODIFICATION OF BUCKET TRUCK #516

Photo 5: Spool Rung under platform step



Photo 7: Fire Extinguisher/Clearance Light



Photo 6: Spool Rung under platform rest

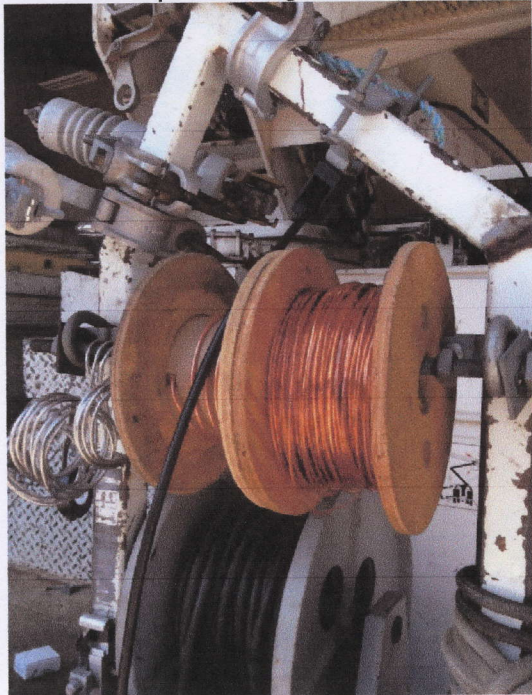


Photo 8: Cone Holder





ESTIMATE PROPOSAL

August 31, 2012

City of Cartersville
320 S. Erwin Street
Cartersville, Ga. 30120

Phone: 770-387-5631
Fax: 770-387-5630
Email: dmyers@cityofcartersville.org

Attention: David Myers

Proposal Number: 8848

This is an estimate for additional work on your unit #516 mod#5TC-55MH ser.#2020318968 as outlined within this proposal.

-
- Add 2 material hooks to front vert. compartment. 1-0-1 Street side.
 - Add through shelf in front comp with lip for rubber goods. 58" long.
 - Add 2 material hooks to curb side front comp. Shelf as noted above.
 - Install angled ladder rack per customer pictures.
 - Install hot stick tube under ladder rack per customer specs.
 - Install ground rod storage rack per customer specs.
 - Install 2 recessed tie downs on street side rear tail shelf.
 - Install preformed storage racks under tail shelf per customer specs.
 - Install spool rung on platform step per customer specs.
 - Install spool rung on platform rest per customer specs.
 - Replace rope lights with 5" incandescent lights 1141 lamps.
 - Inspect and repair 3 movable spotlights on service body.
 - Install 4 amber strobe lights. 2 in front bumper, 2 in rear light channel. With switch in cab.
 - Install 2 marker lights to front of body 1 each side amber per customer specs.
 - Install 8" lip on both sides of cab guard for conductor rack.
 - Install inverted cone holder on front bumper curb side.
 - Install tow hooks to front frame per customer specs.
 - Replace fender rubber on body.
 - Replace mud flaps.
 - Apply non-skid to all walking surfaces.
 - Apply automotive underseal coating to entire understructure.
 - Inspect and test service body so it is ready to use upon delivery
 - Inspect 3 point ground system and repair or replace as needed.
 - Replace door spring arms with chain stops.
 - Repair slide bar lock system on curb side horizontal bin.
 - Add link stick storage per customer specs.

Estimated Cost-----\$ 13,167.34

OPTION: Add hyd. Jib extend.....\$ 5,930.00



Proposal Number: 8848

Above estimate is for stated repairs only. If during the repair cycle other items are found needing attention, the customer will be advised of costs BEFORE ADDITIONAL WORK IS PERFORMED.

Above estimated prices are good for thirty (30) days from the date of this proposal.

Price does not include any FET charges, environmental fees, shop supplies, applicable taxes, shipping, and handling charges.

Payment Terms: Net 10 days. ****SPECIAL NOTE: All replacement parts supplied are the original manufacturer's approved replacement parts.****

TERMS AND CONDITIONS

Customer hereby authorizes Terex Equipment Services ("Seller") to perform the disassembly and inspection of the equipment described herein, and any repair work indicated herein (including provision of all necessary parts and labor) and agrees that Seller is not responsible for any damage or loss to the equipment or any personal property left in the equipment in the case of fire, theft, or any other cause beyond Seller's control, nor for any delays caused by unavailability of parts or other causes. Customer hereby authorizes Seller and its employees to operate the equipment on streets, highways or elsewhere

for the purpose of testing and/or inspection. Customer will be subject to a storage fee of \$20 per day for any equipment left on Seller's premises more than 15 days after completion of repairs. Customer grants Seller a security interest and lien in the equipment and any parts supplied until payment in full of any amounts owed by Customer to Seller. Seller is entitled to all remedies of a secured party after default under the Delaware Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. Customer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. Customer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the equipment. In the event Customer fails to retrieve its equipment within 90 days of the completion of repairs, Customer grants Seller a power of attorney to sell, or otherwise dispose of, such equipment and to convey title to a purchaser of such equipment, and to apply the proceeds against any amount owed by Customer to Seller. In the event of default by Customer, all unpaid sums owed to Seller shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Customer. Customer hereby agrees to indemnify Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all claims, demands, suits, actions, expenses or liabilities, to any person whatsoever, or damage to any property, arising out of or related to Customer's negligence or willful misconduct. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Delaware. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this agreement shall be in the state and federal courts of the State of Delaware.

PARTS AND SERVICE WARRANTY: Seller warrants its new parts to be free of defects in materials or workmanship for a period of 12 months after purchase by Customer. Seller will repair or replace, at its sole option, any parts which shall, within 12 months after purchase by Customer, appear to Seller after inspection to be defective. If requested by Seller, Customer must return the defective parts to Seller for inspection. Seller warrants, for a period of 30 days, that repairs performed by its employees shall be of good workmanship. Any repairs required within 30 days after completion of the original repairs performed by Seller that are due to poor workmanship shall be provided at no charge to Customer. This Warranty is extended only to the original Customer identified herein and is not transferable

Terex Equipment Services 4120 Lewisburg Road Birmingham, AL 35207 TEL (800) 800-6411 FAX (205) 841-6077

www.terex.com

Page 2 of 3

Item # 15

**Proposal Number: 8848**

This Warranty shall be null and void if the defect or need for repair results from: (1) the intentional or negligent action or inaction by Customer, its agents or employees; or (2) improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants are not covered under this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING

FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS

**Offer made by Terex Equipment
Services:**

Sign: Tim Quick

Print: Tim Quick

Date: October 2, 2012

Accepted by:

PO No.: _____

Sign: _____

Print: _____

Terex Equipment Services 4120 Lewisburg Road Birmingham, AL 35207 TEL (800) 800-6411 FAX (205) 841-6077

www.terex.com

Page 3 of 3

Item # 15



City of Cartersville

**City Council Meeting
10/18/2012 7:00:00 PM
Attic Insulation for Electric Department Building**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	This is a maintenance item over \$5,000. Insulation in the attic of the Electric office building is in need of repair and is inadequate by today's standards. Attached is a quote from Hightower Construction to add to the existing insulation for proper coverage and to cover the bare areas to modern standards. In two areas, plywood floors must be removed and replaced. The quote is for \$6,764.24. The actual price may be lower depending on the amount of the plywood floor we can reuse. I recommend approval of this expenditure.
City Manager's Remarks:	Your approval is this item is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from Building Maintenance 510-3500-52-2340.
Legal:	N/A
Associated Information:	Employment documentation is on file.

Earl Hightower Construction

PO Box 200763

Cartersville, GA 30120

ATTN. David Myers

PROPOSAL

Date	Estimate #
10/2/2012	55

Name / Address
City of Cartersville Electric 320 S. Erwin St. Cartersville, GA. 30120

Project

Item	Description	Cost	Amount	Markup	Qty	Total
Insulation	Area 1 Over office area 30' x 70' - 50% plywood 50% open	1.50	3,150.00		2,100	3,150.00
Framing Mat...	5/8" T & G plywood	25.00	900.00		36	900.00
Insulation	Area 2 walkway 36' x 16' - 100% insulation (work under 4' walkway)	1.24	714.24		576	714.24
Insulation	Area 3 Over shop 35' x 20' - 100% plywood	2.00	1,400.00		700	1,400.00
Framing Mat...	5/8" T & G plywood	25.00	600.00		24	600.00
				Total		\$6,764.24



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
Electric Transformer

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	The Electric System needs to purchase a 150kVA 120/208V padmount transformer to serve the new Dunkin' Donuts. Four bids were requested and four bids were received. • IRBY - GE unit - initial cost \$6,259; TOC \$12,363 • ERMCO - Gresco unit - initial cost \$6,305; TOC \$12,455 • ABB - ABB unit - initial cost \$6,013; TOC \$12,636 • Cooper - Cooper unit - initial cost \$7,392; TOC \$13,409 I recommend approval of the GE unit from IRBY with the lowest TOC (Total Ownership Cost). This is an actual capital expenditure of \$6,259.
City Manager's Remarks:	Your approval of the IRBY unit, outlined above, is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	Employment verification documentation is on file.



Quotation

STUART C IRBY CO. BR743 MARIETTA
1060 TRIAD COURT SUITE D
MARIETTA GA 30062-2271
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
09/28/12	S007053971
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

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

SHIP TO:
CITY OF CARTERSVILLE
ATTN: ELECTRICAL DEPARTMENT
320 S. ERWIN STREET
CARTERSVILLE, GA 30120

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON		
129337						James A Narmore		
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA		
Neil Godfrey				09/28/12	Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt	
1EA		1	*GE HG37G70A1 GE 150KVA 3-PH PADMOUNT TRANSFMR 12470GRDY/7200 TO 208Y/120 VOLTS DEAD FRONT, LOOP FEED, BAYONET FUSED, PER CITY OF CARTERSVILLE SPECS NL= 281 LL= 1711 * DELIVERY 11 WEEKS A.R.O. TOC = \$12,363.00			6259.000EA	6259.00	
* This is a quotation *							Subtotal	6259.00
Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing. For Terms and Conditions Please See our website							S&H CHGS	0.00
							Sales Tax	0.00
							TOTAL	6259.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.



PO Box 1228
Dyersburg, TN 38025-1228

Quote

Date	Quote #
10/1/2012	332346-00

Name / Address
Gresco Reynolds PO Box 398 Reynolds, GA 31076

Ship To
CITY OF CARTERSVILLE 320 S ERWIN ST CARTERSVILLE, GA 30120

Terms	Due Date	Rep	Manufacturer	FOB	Inquiry #
Net 30	10/1/2012	MG	ERMCO	destination	
Item	Description	Qty	Unit Price	Total	
150 KVA, 3PH PAD	12470gy/7200, 95 bil, ho/xo ground, no taps, 208/120, loop feed, fixed stud well, hj intrg 14h spd, kearney 124080-12 dual element, mild steel, std hdwe, silcon bronze pentabolt, nl:283 ll:1724 %iz: 4.0 delivery; 10-12 wks aro, leadtimes are subject to change without notice quoted per spec for three phase padmount transformer March 2006 PRICING IS FIRM ON AN ORDER RECEIVED WITHIN 30 DAYS FROM BID DATE AND SHIPMENT WITHIN THE QUOTED LEADTIME. FOR ORDERS PLACED AFTER THE 30 DAY BID VALIDITY OR FOR SHIPMENTS DELAYED BEYOND THE QUOTED LEADTIME AT THE CUSTOMERS REQUEST, ESCALATION/DE-ESCALATION IS CALCULATED ON THE DIFFERENCE IN THE ERMCO MATERIAL COST FROM TIME OF QUOTE VERSUS REQUESTED TIME OF SHIPMENT. THE BASE INDEX FOR THIS QUOTE IS 4th QUARTER 2012 MATERIAL COSTS. Tot = \$12,454.50	1	\$6,305.00	\$6,305.00	
Subtotal			\$6,305.00		
Sales Tax (0.0%)					
Total			\$6,305.00		



Neg# 12Q1671583	City of Cartersville / HD Supply
-----------------	----------------------------------

ITEM	QTY	kVA	EACH (USD)	NL	TL	%Z	Shipment
10	1	150	6012.50	294	1885	2.29	13 weeks

Description:

Type : Liquid-Filled MTR Padmounted Transformer
Fluid : Mineral Oil
Core : Grain Oriented Steel
Phase : 3 Phase
Frequency : 60 Hz
Average Winding Rise : 65 °C
Ambient Temperature : 30 °C
High Voltage : 12470GY/7200, 95 kV BIL, no taps
Low Voltage : 208Y/120, 30 kV BIL
Neutral : H0X0 bushing with ground strap
Feed Configuration : Loop feed
Color : Green (Munsell 7GY 3.29/1.5)
Customer Specification : 3ph, dated 03/06/2006

BUSHINGS

- HV epoxy bushing wells + LB inserts
- LV epoxy bushings with supported 8 hole NEMA spade terminals

FUSES

- Bayonet mounted DO-III expulsion fuse + isolation link + scoops

MONITORING

- Liquid level gauge, pressure relief valve, drain valve and sampler

OTHER

- DOE Efficiency (2010)

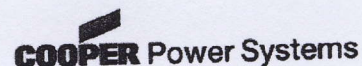
TANK & CABINET

- Penta-head cabinet handle bolt
- 24" deep cabinet

GROUNDING

- Ground connectors, size #8 - 2/0

TOC = \$ 12,636.00



Cooper Power Systems Proposal Number: BED9224296
Revision 00

Date: September 28, 2012
Proposal Valid Through: October 28, 2012

Item Details

Item Number: 00001

Customer Specification: Email, Dated: 9/26/2012

Quantity	Unit Price	Extended Price
1	\$ 7,392.46	\$ 7,392.46

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 6-8 weeks ex-factory

Optional Approval Drawing Lead-time (Y): 2-3 weeks plus time for customer review.

Description:

kVA	150 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2010, 10 CFR Part 431
Primary Voltage	12470GY/7200 Volts, 95 kV BIL
kV Class	15 kV
Primary Configuration	Dead Front, Loop Feed
Taps	No Taps
Primary Bushings	200 amp Cooper bushing well(s) (Qty: 6)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Secondary Voltage	208Y/120 Volts, 30 kV BIL
Secondary kV Class	1.2 kV
Sec Bushing Arrangement	Staggered
Secondary Bushings	5/8" copper stud with 12-hole screw-on spade bushing(s) (Qty: 4)
Bushing Supports	Standard LV Bushing Support Assembly
Cabinet hardware	Penta-head cabinet door bolts
ANSI K-Dimension	Loop feed per ANSI C57.12.34 Figure 5(a) specific dimensions
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Notifications	Additional Nameplate (Outside LV Door)
Notifications	Mr. Ouch Decal Assembly--English
Notifications	Non-PCB decal
Notifications	Stenciling
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Drain valve with sampler in LV Compartment (1")
Gauges & Fittings	Pressure relief device, 35 SCFM
Tank accessories	IEEE standard one-hole ground pads (Qty: 3)
Tank accessories	Ground connectors/lugs (#8 solid - 2/0 stranded) (Qty: 2)
Packaging	Pallet
Cover	Bolted cover

PERFORMANCE DATA:

Target Impedance (%)
No Load Losses @85 C
Load Losses @85 C

****Losses are Guaranteed Average****

2.63 +/- 7.5%

291

1650

TTC = \$ 13,408.96



City of Cartersville

City Council Meeting
10/18/2012 7:00:00 PM
August 2012

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the financial report for August 2012. Also attached is the supplemental financial information along with the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present this information to you Thursday night.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of August 31, 2012

		FY 2010 - 11 MONTH OF August-11	FY 2011 - 12 MONTH OF August-12	FY 2010 - 11 Year to Date August-11	FY 2011 - 12 Year to Date August-12	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,428,681	\$1,445,705	\$2,825,004	\$2,858,340	12.84%
EXPENDITURE		\$1,229,450	\$1,593,331	\$2,684,247	\$3,266,444	14.67%
Gen. Fund Net Profit (Loss)		\$199,231	(\$147,626)	\$140,757	(\$408,104)	
WATER & SEWER						
REVENUE		\$1,167,614	\$1,224,543	\$2,436,671	\$2,580,636	12.46%
EXPENDITURE		\$979,535	\$1,430,540	\$1,889,305	\$2,395,116	11.56%
Wtr. & Swr. Fund Net Profit (Loss)		\$188,079	(\$205,997)	\$547,366	\$185,520	
GAS						
REVENUE		\$1,284,619	\$1,129,687	\$2,734,346	\$2,315,142	10.01%
EXPENDITURES		\$1,780,730	\$1,381,430	\$3,320,453	\$2,620,858	11.33%
Gas Fund Net Profit (Loss)		(\$496,111)	(\$251,743)	(\$586,107)	(\$305,716)	
ELECTRIC						
REVENUE		\$4,539,949	\$4,222,422	\$8,886,209	\$8,322,068	18.66%
EXPENDITURES		\$3,958,744	\$4,007,707	\$7,846,224	\$8,067,439	18.09%
Electric Fund Net Profit (Loss)		\$581,205	\$214,715	\$1,039,985	\$254,629	
STORMWATER						
REVENUE		\$102,507	\$103,321	\$203,309	\$206,222	15.59%
EXPENDITURE		\$90,168	\$121,601	\$146,747	\$191,697	14.49%
Stormwater Fund Net Profit (Loss)		\$12,339	(\$18,280)	\$56,562	\$14,525	
SOLID WASTE						
REVENUE		\$163,830	\$173,755	\$323,888	\$350,189	14.61%
EXPENDITURE		\$137,782	\$138,747	\$240,829	\$285,367	11.90%
Solid Waste Fund Net Profit (Loss)		\$26,048	\$35,008	\$83,059	\$64,822	
FIBER OPTICS						
REVENUE		\$135,554	\$133,609	\$270,910	\$272,514	16.66%
EXPENDITURE		\$78,056	\$138,850	\$163,787	\$214,633	13.12%
Fiber Fund Net Profit (Loss)		\$57,498	(\$5,241)	\$107,123	\$57,881	

				% of Monthly Totals to Budget
General Fund	Description	Through 8-31-12	FY 2013 Budget	
	Total Revenues	\$2,858,339	\$22,264,245	12.84%
	GO Bond Proceeds from School	\$0	\$1,147,975	0.00%
	Property Taxes-City Portion Only	\$11,843	\$1,274,730	0.93%
	Local Option Sales Tax (LOST)	\$744,784	\$4,077,475	18.27%
	Other Taxes	\$745,663	\$7,123,145	10.47%
	Building Permit & Inspection Fees	\$11,755	\$45,000	26.12%
	Fines and Forfeitures	\$160,070	\$779,000	20.55%
	Operating Transfers In-City Utilities	\$689,879	\$4,139,275	16.67%
	Other Revenues	\$494,345	\$3,677,645	13.44%
	Total Expenditures	\$3,266,444	\$22,264,245	14.67%
	Personnel Expenses	\$2,240,247	\$14,395,200	15.56%
	Operating Expenses	\$901,742	\$5,426,675	16.62%
	Capital Expenses	\$10,530	\$464,540	2.27%
	GO Bond Proceeds from School	\$0	\$1,147,975	0.00%
	Debt Pymt - JDA/CBA	\$0	\$374,155	0.00%
	Library Appropriations	\$113,925	\$455,700	25.00%
Water & Sewer Fund	Total Revenues	\$2,580,636	\$20,710,175	12.46%
	Water Sales	\$1,551,536	\$8,182,875	18.96%
	Sewer Sales	\$883,071	\$4,582,000	19.27%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Bond Proceeds	\$0	\$6,500,000	0.00%
	Prio Year Capacity Fees	\$0	\$800,000	0.00%
	Other Revenues	\$146,029	\$645,300	22.63%
	Total Expenditures	\$2,395,116	\$20,710,175	11.56%
	Personnel Expenses	\$460,704	\$3,065,725	15.03%
	Operating Expenses	\$440,719	\$3,104,175	14.20%
	Capital Expenses	\$305,952	\$8,236,000	3.71%
Gas Fund	Transfer To General Fund	\$486,187	\$2,734,650	17.78%
	Debt Payments	\$701,554	\$3,569,625	19.65%
	Total Revenues	\$2,315,142	\$23,123,195	10.01%
	Gas Sales	\$2,086,513	\$18,975,275	11.00%
	Gas Commodity Charge	\$185,276	\$1,245,000	14.88%
	Bond Proceeds	\$0	\$2,015,000	0.00%
	Proceeds from Capital Leases	\$0	\$227,920	0.00%
	Other Revenues	\$43,353	\$660,000	6.57%
	Total Expenses	\$2,620,858	\$23,123,195	11.33%
	Personnel Expenses	\$266,057	\$1,767,780	15.05%
	Operating Expenses	\$124,562	\$867,055	14.37%
	Purchase of Natural Gas	\$1,721,569	\$14,410,275	11.95%
	Transfer to General Fund	\$514,252	\$3,380,540	-7277.00%
	Capital Expenses	(\$5,582)	\$2,697,545	-0.21%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 8-31-12	FY 2013 Budget	
	Total Revenues	\$8,322,068	\$44,591,295	18.66%
	Electric Sales	\$8,052,171	\$43,249,495	18.62%
	Other Revenues	\$269,897	\$1,341,800	20.11%
	Total Expenses	\$8,067,439	\$44,591,295	18.09%
	Personnel Expenses	\$322,292	\$2,054,725	15.69%
	Operating Expenses	\$229,195	\$1,292,730	17.73%
	Purchase of Electricity	\$7,079,130	\$37,929,700	18.66%
	Capital Expenses	\$28,949	\$1,069,270	2.71%
	Transfer to General Fund	\$407,873	\$2,244,870	18.17%
Stormwater Fund	Total Revenues	\$206,222	\$1,323,050	15.59%
	Stormwater Revenues	\$203,951	\$1,236,450	16.49%
	Other Revenues	\$2,271	\$11,600	19.58%
	Proceeds from Capital Leases	\$0	\$75,000	0.00%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$191,697	\$1,323,050	14.49%
	Personnel Expenses	\$65,697	\$441,320	14.89%
	Operating Expenses	\$73,018	\$601,240	12.14%
	Capital Expenses	\$52,982	\$280,490	18.89%
Solid Waste Fund	Total Revenues	\$350,189	\$2,397,270	14.61%
	Refuse Collections Revenues	\$342,314	\$2,129,070	16.08%
	Other Revenues	\$7,875	\$43,200	18.23%
	Proceeds From Capital Leases	\$0	\$225,000	0.00%
	Total Expenses	\$285,367	\$2,397,270	11.90%
	Personnel Expenses	\$149,275	\$1,025,970	14.55%
	Operating Expenses	\$136,092	\$1,146,300	11.87%
	Capital Expenses	\$0	\$225,000	0.00%
Fiber Optics Fund	Total Revenues	\$272,514	\$1,635,335	16.66%
	Fiber Optics Revenues	\$246,753	\$1,482,665	16.64%
	GIS Revenues	\$16,250	\$102,000	15.93%
	Other Revenues	\$9,511	\$50,670	
	Total Expenses	\$214,633	\$1,635,335	13.12%
	Personnel Expenses	\$91,853	\$596,445	15.40%
	Operating Expenses	\$82,014	\$692,075	11.85%
	MEAG Telecom Statewide Pymt	\$39,008	\$278,980	0.00%
	Capital Expenses	\$1,758	\$67,835	2.59%

Cash Position							
	6/30/12	7/31/12	8/31/12	9/30/12	10/31/12	11/31/12	12/31/12
Total Unrestricted Cash Balance	\$11,218,073.23	\$11,325,067.00	\$11,019,070.04				
Total Restricted Cash Balance	\$56,044,692.13	\$55,431,121.36	\$54,179,565.40				
Cash Position		1/31/13	2/28/13	3/31/13	4/30/13	5/31/13	6/30/13
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							