



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 – 9:00
AM – 4/19/2012
Work Session – 8:00 AM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. April 5, 2012 (Page 4-13)

[Attachments](#)

B. Swearing in of Civic Youth Day Officials

1. Civic Youth Day (Page 14-15)

[Attachments](#)

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

1. File AZ12-03: Annexation and Zoning Application by Shelby Grizzle Cornwell for property located at 102 Dogwood Drive from BC Jurisdiction to City R-20 (Page 16-28)

[Attachments](#)

2. File SU12-01: Special Use Application by Fantaci, LLC for properties located at 301 N. Tennessee St and 110 McEver Street to expand the existing Kia Dealership onto adjacent M-U and O-C zoned properties (Page 29-44)

[Attachments](#)

D. First Reading of Ordinances

1. File T12-01: Text Amendment Application by the City of Cartersville to amend the Cartersville Sign Ordinance (Page 45-58)

[Attachments](#)

E. Appointments

1. Cartersville Building Authority (Page 59)

[Attachments](#)

F. Contracts/Agreements

1. Southland Engineering, Inc. - Pettit Creek Trail Phase III (Page 60-71)

[Attachments](#)

2. Downtown Development Authority Funding (Page 72)

[Attachments](#)

3. Brown Conference Center Management Agreement Amendment (Page 73-88)

[Attachments](#)

G. Change Order

1. Public Safety Headquarters - Change Order #3 (Page 89-90)

[Attachments](#)

H. Bid Award/Purchases

1. Water Meter Tap at Fire Station #4 (Page 91-92)

[Attachments](#)

2. Odorant for Natural Gas (Page 93-96)

[Attachments](#)

3. Fittings and Stopping Operations - Gas Department (Page 97-100)

[Attachments](#)

4. GPS Survey Instrument - Water Department (Page 101-103)

[Attachments](#)

5. Mini-Excavator - Water Department (Page 104)

[Attachments](#)

6. Aubrey Pool and Bruce Street Sewer Tie-ins (Page 105-108)

[Attachments](#)

7. Skid Steer - Water Department (Page 109-112)

[Attachments](#)

I. Resolutions

1. Master Lease Resolution with GMA (Page 113-128)

[Attachments](#)

2. Water and Sewerage Revenue Bond, Series 2012 (Page 129-136)

[Attachments](#)

J. Surplus Equipment

1. Surplus Equipment List (Page 137-138)

[Attachments](#)

K. Monthly Financial Statement

1. February 2012 (Page 139-143)

[Attachments](#)



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
April 5, 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 April 5th City Council Meeting have been compiled and reviewed by staff. Your approval of the minutes with any changes you deem necessary is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
April 5, 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 Pruitt

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

II. Regular Agenda

Mayor Santini stated that the City Charter required a quorum of four to approve items on the agenda and that it would be necessary for him to vote on all items.

A. Council Meeting Minutes

1. March 15, 2012

A motion to approve the March 15, 2012 City Council Minutes as presented was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

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

1. File Z12-01: Rezoning application by Steve Cowart (Lee Perkins, representative) for property located at 1120 West Avenue (approximately 2.7 acres) from G-C (General Commercial) to L-I (Light Industrial)

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 1120 West Avenue. This property includes a structure originally built for an industrial operation in approximately 1986, when the property was zoned industrial. After a zoning map change in the mid 1990s the property was designated at L-I (Light Industrial) and remained so until 2006 when the property was rezoned to G-C (General Commercial). The

applicant seeks to rezone the property back to L-I to allow for the structure to be used by Steel Materials Inc for steel and metal fabrication and for the sale of steel fabricated items. Mr. Mannino stated that there have been no changes since the first reading and the Planning Commission recommended approval with the condition that the relocation of the FDC connection must meet the Fire Department requirements.

Mayor Santini opened the floor for a public hearing for zoning. Lee Perkins, representative for the applicant came forward. With no further comments Mayor Santini closed the public hearing.

A motion to approve Ordinance No. 21-12 with the conditions set forth by the Fire Department was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 21-12

Petition No. Z12-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by CRM Central Properties LLC. Property is located at 1120 West Avenue. Said property contains 2.7 acres located in the 4th District, 3rd Section, Land Lot(s) 592, 593, and 632 as shown on the attached plat Exhibit "A". Property is hereby rezoned from G-C (General Commercial) to L-I (Light Industrial) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

- 1. The relocation of the FDC Connection must meet Fire Department requirements.**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 15th day of March 2012.

ADOPTED this the 5th day of April 2012. Second Reading.

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

ATTEST:

/s/ Connie Keeling

Connie Keeling
City Clerk

C. Second Reading of Ordinances

1. Amendment to Motor Vehicle and Traffic Ordinance

Tommy Culpepper, Police Chief stated that this is a housekeeping measure. While reviewing the recent draft of the Municipal Code it was discovered that Section 12-1004 pertaining to the “No Left Turn at the U. S. Post Office on Church Street” was still included. As the post office is no longer located on Church Street and the volume of traffic is subsequently reduced Chief Culpepper recommended this section be removed. Chief Culpepper stated that there have been no changes since the first reading and recommended approval.

A motion to approve Ordinance No. 22-12 was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 22-12

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 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. TRAFFIC SCHEDULES. CODE SECTION 12-1004. NO LEFT TURNS** is hereby amended by deleting said section it in its entirety and replacing it as follows:

1.

Section 12-1004. Reserved.

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 15th day of March 2012.

Second Reading and Adoption this the 5th day of April, 2012.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

D. Contracts/Agreements

1. Satisfaction of Subordination Deeds

Randy Mannino, Planning and Development Director stated that two of the first time home buyers have completed their obligations for down payment assistance by maintaining residence in these homes for five years and the forgivable loan on these properties is satisfied. Mr. Mannino stated that the Satisfaction of Subordination Deeds need to be approved in order for the owners to clear the title to their homes and recommended approval.

A motion to approve the Satisfaction of Subordination Deeds was made by Mayor Santini and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

2. Transfer of Properties to Habitat

Sam Grove, City Manager stated that the City recently purchased two properties for the Habitat project. Now that the structures have been demolished, the city needs to transfer the ownership of the properties to Habitat. In addition to transferring the properties, the issuance of two construction loans to build the new homes in the amount of \$75,712.00 each. Mr. Grove stated that this is part of the 2009 CDBG money and recommended the approval of the transfer, along with the issuance of a construction loan for these two properties.

A motion to approve the transfer of properties and the issuance of construction loans was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Bartow County Regarding Joint Fire and Emergency Training Facilities

Scott Carter, Fire Chief stated that this is an agreement between the City of Cartersville and Bartow County concerning the operations and maintenance of the Fire Training facility located at 180 Paga Mine Road. This was a jointly constructed project between the two governments that was funded from the 2003 SPLOST and is utilized by both departments. This agreement was approved by Bartow County Commissioner Clarence Brown on March 7, 2012 and Chief Carter recommended approval.

A motion to approve Joint Fire and Emergency Training Facility Agreement was made

by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

E. Bid Award/Purchases

1. Firehouse Web Software Upgrade

Scott Carter, Fire Chief stated that this is a web based software upgrade that will allow staff to enter and receive data in the field for incidents, inspections, hydrants and equipment; in addition to staff and scheduling. Chief Carter stated that this is a single source product and recommended approval for Visionary Firehouse Software in the amount of \$45,359.89.

A motion to approve the purchase of Visionary Firehouse Software was made by Council Member Pruitt and seconded by Mayor Santini. Motion carried unanimously. Vote 4-0

2. Protective Fire Gear Washer Extractor

Scott Carter, Fire Chief stated that this is a protective gear washer that will be placed in the new Fire Department Headquarters. The purpose of the washer is to clean contaminated protective equipment that is worn by firefighters and maintain compliance with NFPA health and safety standards. Chief Carter recommended the low bid from Tri-State in the amount of \$9,895.00.

A motion to approve the purchase from Tri-State was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

3. Puckett Street Sewer Connections

Ed Mullinax, Assistant Water Superintendent stated that staff has designed a project for transferring sewer services from an existing deteriorated sewer line on Puckett Street onto a newer line to allow the older line to be abandoned. Mr. Mullinax recommended the low bid from Hill City Onsite, Inc. in the amount of \$22,400.00.

A motion to approve the bid from Hill City Onsite was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

4. Transformer at Water Treatment Plant

Ed Mullinax, Assistant Water Superintendent stated that the transformer on the #2 High Service Pump was recently destroyed by lightening. After testing it was found that a vacuum tube on the electrical breaker had failed allowing lightening to come in to the transformer. Bids were solicited and Mr. Mullinax recommended approval of the low bid from the CES in the amount of \$12,675.82.

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

5. Goodyear Avenue Sewer Tie-in Project

Ed Mullinax, Assistant Water Superintendent stated that the sewer line service ATCO Village was recently replaced from Pettit Creek to Goodyear Avenue. This project has been designed to complete the tie-in at Goodyear Avenue and eliminate sections of sewer with flow constrictions. Mr. Mullinax stated that bids were received from four contractors and recommended approval of the low bid from Hill City Onsite, Inc. in the amount of \$24,950.00.

A motion to approve the bid from Hill City Onsite was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

6. Martin Luther King, Jr. Drive Sewer Replacement

Ed Mullinax, Assistant Water Superintendent stated that this section of sewer on Martin Luther King Jr. Drive between Tennessee Street and Ford Street is in deteriorated condition and in need of replacement. Mr. Mullinax stated that bids were received from three contractors for this pipe bursting project and recommended the low bid from T. J. Lyle & Co. in the amount of \$35,664.80.

A motion to approve the bid from T. J. Lyle & Co. was made by Council Member Pruitt and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

F. Resolutions

1. Partial Settlement of the Class Action Lawsuit Against Online Travel Companies

David Archer, City Attorney stated that this is a partial settlement agreement in the Georgia cities class action law suit against the on-line travel agencies for underpayment of hotel taxes. This agreement provides that from May 16, 2011 going forward, hotel motel taxes shall be paid on the retail instead of the wholesale rate. The issues relating to back taxes prior to May 16, 2011 have not been settled and are still being litigated. Mr. Archer stated that as a named party to the law suit, the City must approve this Agreement and recommended approval.

A motion to approve the agreement and Resolution No. 06-12 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Resolution No. 06-12

RESOLUTION AUTHORIZING THE PARTIAL SETTLEMENT OF THE CLASS ACTION LAWSUIT AGAINST ONLINE TRAVEL COMPANIES IN *CITY OF ROME, ET. AL, V. HOTELS.COM, ET. AL*

WHEREAS, on November 18, 2005, Plaintiffs City of Rome, Hart County and City of Cartersville, individually and on behalf of a statewide putative class of all cities and counties in the State of Georgia which had enacted hotel excise tax ordinances pursuant to O.C.G.A. § 48-13-50, *et. seq.* (the “Enabling Act”), filed a Complaint captioned *City of Rome, et. al. v. Hotels.com, et. al*, Civil Action No. 4 05-CV-249-HLM, Northern District of Georgia, Rome Division (the “Lawsuit”) against the Defendants; and

WHEREAS, on June 8, 2006, Plaintiffs filed an Amended Complaint, *inter alia*, adding additional named representatives, to-wit: City of Hartwell, Georgia; Cobb County, Georgia; City of Cedartown, Georgia; City of Dalton, Georgia; Gwinnett County, Georgia; Fulton County, Georgia; City of Rockmart, Georgia; City of East Point, Georgia; City of Warner Robins, Georgia; City of Tybee Island, Georgia; DeKalb County, Georgia; City of College Park, Georgia; City of Alpharetta, Georgia; City of Macon, Georgia; Augusta-Richmond County, Georgia; Clayton County, Georgia (collectively, including City of Rome, Hart County and City of Cartersville, “Plaintiffs” and together with Defendants, the “Parties”); and

WHEREAS, the local governments alleged in the Lawsuit that certain online sellers of hotel rooms, such as Hotels.com, Hotwire, Priceline, Orbitz, Travelocity and Expedia(Online Travel Companies “OTCs”) are, and have been, negotiating discount rates with local hotels, and then selling rooms at marked up rates to consumers but paying excise taxes to local governments based on the discounted rates; and

WHEREAS, the Parties in the Lawsuit desire to compromise and settle certain issues and claims relating to the allegations made in the Lawsuit concerning certain prospective injunctive relief and Defendants’ alleged obligations, rights and duties concerning the payment of Hotel Tax to the Class after May 16, 2011 and going forward as set forth herein, while continuing to litigate all issues regarding: (i) Defendants’ alleged obligation to pay Hotel Tax, damages, interest, penalties, and attorneys’ fees to the Class for hotel room transactions that were booked through a Defendant for occupancy of hotel rooms within the Class jurisdictions prior to and including May 16, 2011; (ii) whether the Plaintiffs are entitled to additional recoveries based on Breakage as defined below, cancellation fees and extra person fees; and (iii) whether the Plaintiffs are entitled to additional recoveries based on the taxable amount(s) being different than the Room Rate (as defined herein) after May 16, 2011;

WHEREAS, the City of Cartersville, as one of the lead Plaintiffs and Class Representatives in the Lawsuit believe that the terms of the partial settlement set forth in the attached Class Partial Settlement Agreement are fair, reasonable and adequate; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Cartersville agrees and approves the attached Class Partial Settlement Agreement, and hereby authorizes that the Mayor and City Clerk be authorized to execute the Class Partial Settlement Agreement.

ADOPTED this the 5th day of April 2012.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Mayor Santini stated that there were two items to be added to the agenda. A motion to add the items to the agenda was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

G. Added Item

1. Interconnection and Power Exchange Agreement with Aquafil USA

Don Hassebrock, Assistant Electric Superintendent stated that this Interconnection and Power Exchange Agreement between the City of Cartersville and Aquafil USA is to authorize and outline conditions to which Aquafil may connect a solar generation system. Mr. Hassebrock stated that the customer wishes to make this system active the week of April 9, 2012 to meet certain filing deadlines attached to government rebates and recommended approval.

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

2. 2012 Application for Emergency Solutions Grants (ESG)

Sam Grove, City Manager stated that this is an application by the Homeless Shelter Action Committee for the 2012 Application for Emergency Solutions Grant. Mr. Grove recommended approval.

A motion to approve the 2012 Application for Emergency Solutions Grants was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

A motion to adjourn the meeting was made by Council Member Pruitt 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
4/19/2012 9:00:00 AM
Civic Youth Day

SubCategory:	Swearing in of Civic Youth Day Officials
Department Name:	City Manager's Office
Department Summary Recommendation:	Attached is the list of students who will be your counterparts for this year's Civic Youth Day. The students will be with you all morning culminating with lunch at the Clarence Brown Conference Center at 12 Noon.
City Manager's Remarks:	This is the reason for the reset of time for the meeting. This is a long standing ceremony that benefits the youth of the community. No formal action is due on the Council's part.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

CIVIC YOUTH DAY 2012**CARTERSVILLE HIGH SCHOOL**

Mayor	Matt Santini	Hannah Surrect
City Council	Kari Hodge	Katie Knight
City Council	Louis Tonsmeire Sr	Perry Sinard
City Council	Lindsey McDaniel Jr	Meg Hurley
City Council	Jayce Stepp	Will Garner
School Board	Carolyn Johnson	Tori Hogan
School Board	Ken Topham	Meredith Graves
School Board	Travis Popham	Mallory Jones
School Board	Pat Broadnax	Maddie Lovette
School Board	David Apple	Lauren Matthews
Superintendent of Schools	Dr. Howard Hinesley	McAllie Givens
Principal of Cartersville HS	Jay Floyd	Annalyn Smith
Water and Sewer Superintendent	Jim Stafford	Mason Luker
Public Works Director	Bobby Elloitt	Connor Wood
City Attorney	David Archer	Allie Doles
City Clerk	Connie Keeling	Emily Bartenfeld
Police Chief	Thomas Culpepper	David Noll
Director of Parks and Recreation	Greg Anderson	Sarah Vaughn
Director of Planning & Development	Randy Mannino	Ali Norwood
Assistant City Manager	Dan Porta	Meredith Holmes
EXCEL CHRISTIAN ACADEMY		
Mayor	Matt Santini	Courtney Fox
City Council	Kari Hodge	Walker Bell
City Council	Jayce Stepp	Caleb Whisler
School Board	Kelley Dial	Catherine Harris
School Board	Linda Benton	Hayes Vaughen
Principal of Excel Christian Academy	Dr. David Nelson	Erin Brown
City Manager	Sam Grove	Ben Perkins
Finance Director	Tom Rhinehart	Cray Spencer
Fire Chief	Scott Carter	Dani Brown
Gas Superintendent	Gary Riggs	Justin Ballew
Electric Director	David Myers	Gavin Farlick



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM

File AZ12-03: Annexation and Zoning Application by Shelby Grizzle Cornwell for property located at 102 Dogwood Drive from BC Jurisdiction to City R-20

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	File #AZ12-03: Annexation and zoning application by Shelby Grizzle Cornwell for property located at 102 Dogwood Dr (approximately 0.56 acres) from Bartow County jurisdiction to City R-20 (Single-family residential). The subject tract is located at 102 Dogwood Drive and is a corner lot at the intersection with Jones Mill Road. The lot is part of the Country Club Estates subdivision. This property is part of the City Annexation Initiative to incorporate “donut hole” tracts into the City limits for improved public safety coverage. The applicants, working with City staff through the City Annexation Initiative, seek to be annexed for City schools. The property would, if annexed, be zoned R-20 (Single-family Residential). Planning Commission recommended approval of both the annexation and the zoning.
City Manager's Remarks:	The Planning Commission recommends your approval of the rezone and annexation of this property.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ12-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Shelby Grizzle Cornwell (City Annexation Initiative)**
Representative: **None**
Property Owner: **Same as applicant**
Property Location: **102 Dogwood Drive**
Access to the Property: **Dogwood Dr, corner lot at the intersection with Jones Mill Rd**

Site Characteristics:

Tract Size: Acres: **0.56 acres** District: **4th** Section: **3rd** LL(S): **127**
Ward: **6** Council Member: **Lori Pruitt**

LAND USE INFORMATION

Current Zoning: **County R-2 (Residential)**
Proposed Zoning: **R-20 (Single-family Residential)**
Proposed Use: **Annex for City schools**
Current Zoning of Adjacent Property:
North: **R-20 (Single-family Residential)**
South: **R-20 (Single-family Residential)**
East: **R-20 (Single-family Residential)**
West: **R-20 (Single-family Residential)**

The Future Development Plan designates the subject property as: **Suburban Living with recommended zoning districts R-20 and R-15.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned R-2 (Residential) and is identified on the County's Future Land Use Map as Low-Density Residential.

The subject tract is located at 102 Dogwood Drive and is a corner lot at the intersection with Jones Mill Road. The lot is part of the Country Club Estates subdivision. This property is part of the City Annexation Initiative to incorporate "donut hole" tracts into the City limits for improved public safety coverage. The applicants, working with City staff through the City Annexation Initiative, seek to be annexed for City schools. The property would, if annexed, be zoned R-20 (Single-family Residential).

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed R-20 zoning may permit a use that is suitable in view of the existing residential development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed R-20 zoning may not create an isolated district since there are adjacent and nearby properties that are zoned in a similar manner in the City.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The R-20 zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned in unincorporated Bartow County for residential use, the property may be appropriately zoned. As proposed in the City for R-20 zoning, this proposal would be similar to the current county zoning and may be a reasonable economic use of the land.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible industrial use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The property is in conformity with the Future Development Map.

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

The R-20 zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to industrial use.

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

Annexation of this property would fill in one of the few remaining properties in Country Club Estates that are still in the unincorporated portion of Bartow County. For improved public safety service, it may be appropriate for this property to be in the City with low-density residential (R-20) zoning.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

ANNEXATION:

APPROVAL

ZONING:

APPROVAL

Application for Annexation / Zoning

Planning and Development Department

10 North Public Square

City of Cartersville

(770) 387-5600

Application Number

AZ12-03

Hearing Dates

4-10, 4-19, 5-3

* City Annexation
Initiative *

Applicant <u>Shelby Grizzle Cornwell</u>		Business/Cell Phone <u>678-886-5350</u>	
(applicant's printed name)			
Address <u>102 Dogwood Dr</u>		Home Phone <u>11</u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30120</u>	Email <u>ShelbyC143@gmail.com</u>
(Representative's printed name (if other than applicant))		Phone _____	Fax # _____
Representative's signature _____		Applicant's signature <u>Shelby Grizzle Cornwell</u>	
Signed, sealed, and delivered in presence of: <u>Connie Keeling</u> Notary Public CARTERSVILLE, GA			
		My commission expires: <u>6/21/15</u>	

Titleholder <u>Shelby Grizzle Cornwell</u>		Business _____		Home <u>678-886-5350</u>	
(titleholder's printed name)					
*attach additional notarized signatures as needed on separate application page		Address <u>102 Dogwood Dr</u>			
Signature <u>Shelby Grizzle Cornwell</u>		<u>Cartersville GA</u>		<u>30120</u>	
Signed, sealed, and delivered in presence of: <u>Connie Keeling</u> Notary Public CARTERSVILLE, GA		My commission expires: <u>6/21/15</u>			

Requested City Zoning <u>R-20</u>			
Acreage <u>+/- 0.56</u>	Land Lot(s) <u>127</u>	District(s) <u>4</u>	Section(s) <u>3</u>
Location of Property <u>102 Dogwood Dr. Cartersville GA 30120 (Corner Dogwood Dr. and Jones Mill Rd.)</u>			
(street address, nearest intersections, etc)			
Reason for requested Annexation / Zoning: <u>City schools</u>			
(attach additional statement as necessary)			

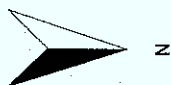
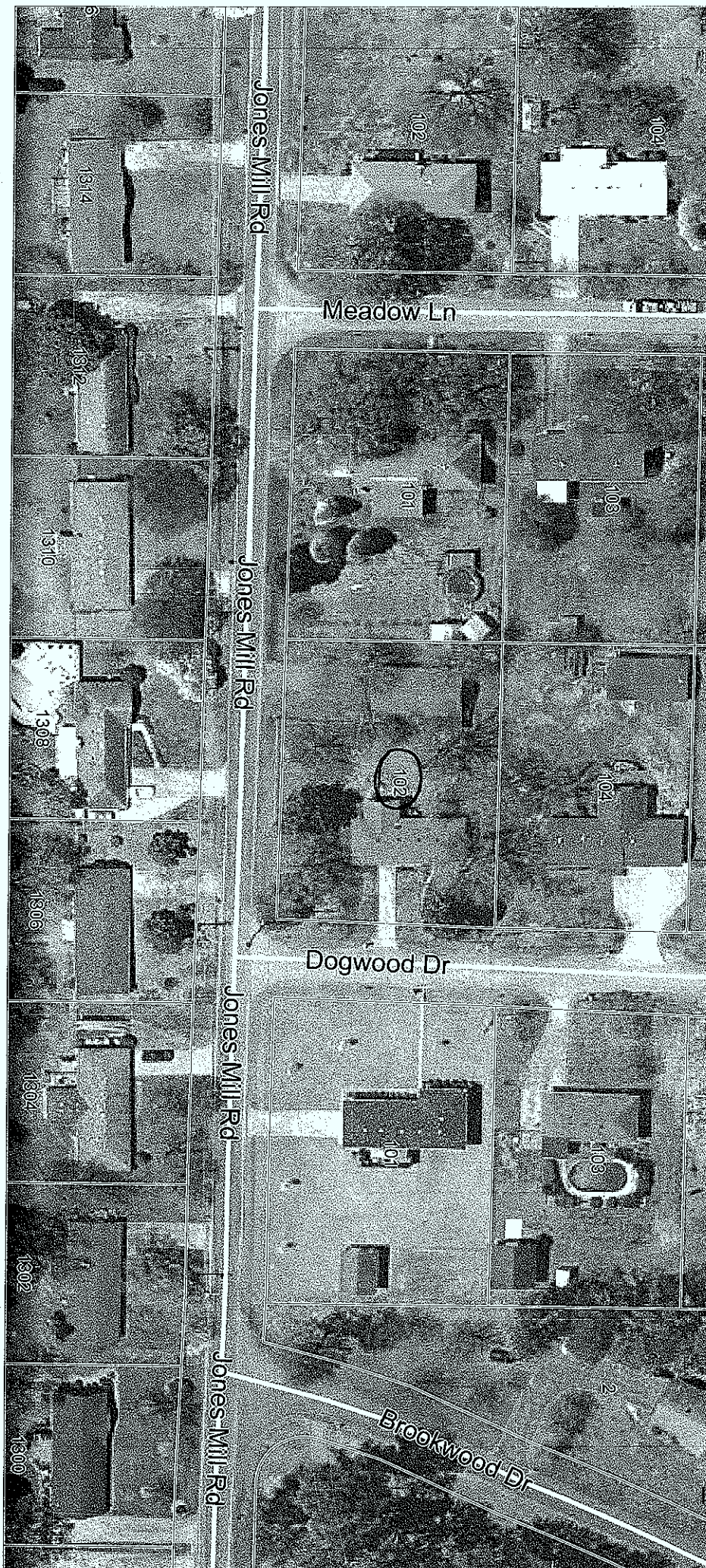
Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

4 - 2 adults, 2 children (kindergarten and 2-year) Item # 3
annex for City schools

102 Dogwood Dr - annexation case AZ12-03



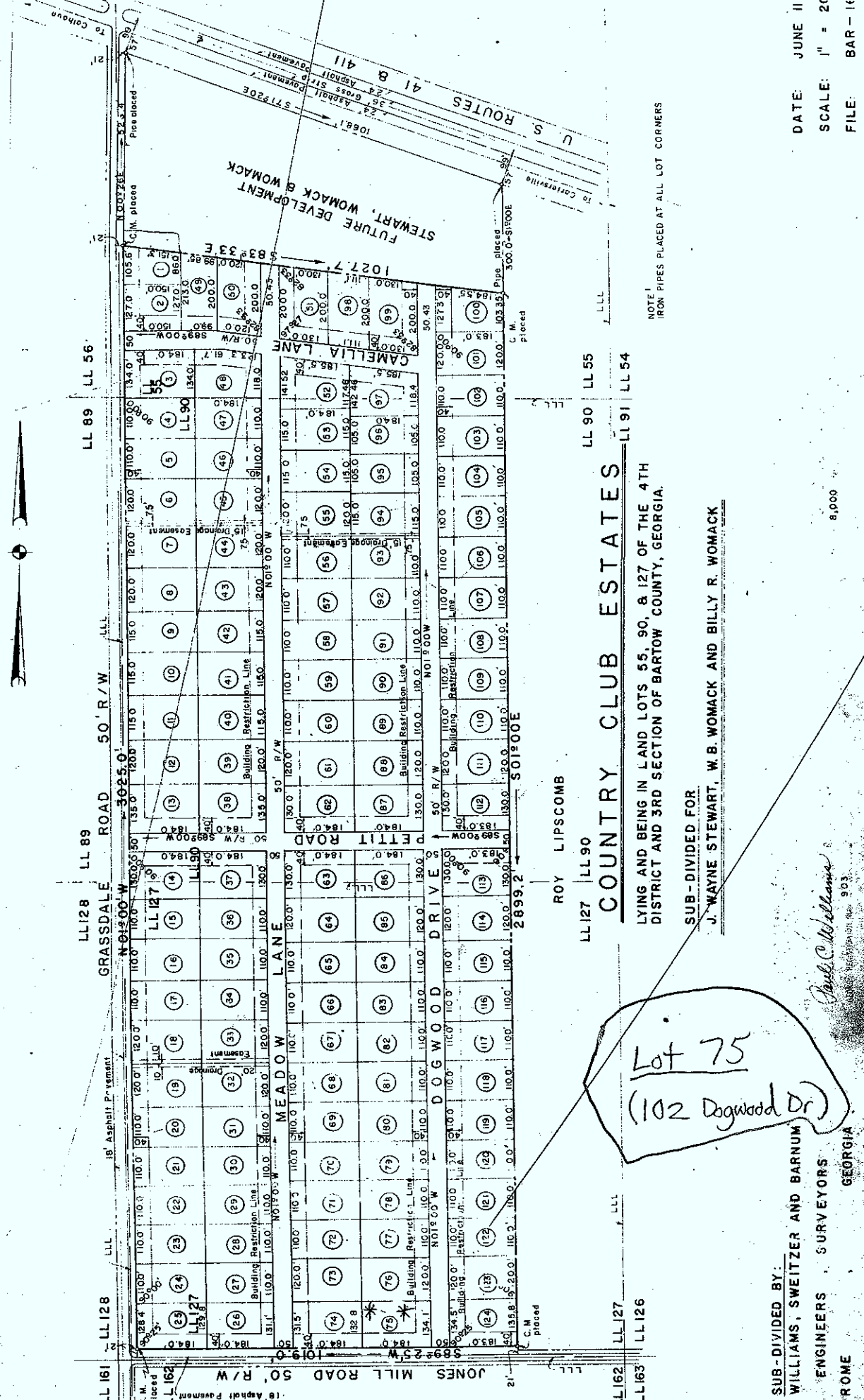
102 Dogwood Dr - annexation case AZ12-03





102 Dogwood Dr case AZ12-03





Lot 75
(102 Dogwood Dr)

SUB-DIVIDED BY:
WILLIAMS, SWEITZER AND BARNUM
ENGINEERS, SURVEYORS
ROME, GEORGIA

COUNTRY CLUB ESTATES
LYING AND BEING IN LAND LOTS 55, 90, & 127 OF THE 4TH
DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA.

SUB-DIVIDED FOR
J. WAYNE STEWART, W.B. WOMACK AND BILLY R. WOMACK

DATE: JUNE 26, 1964
SCALE: 1" = 20'
FILE: BAR-14

W.H. Bradley Clerk

Recorded June 26, 1964

CITY OF CARTERSVILLE

ZONING / ANNEXATION ANALYSIS

PETITION NUMBER A# 12-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

PROPERTY OWNER (S) Shelby Grizzle Cornwell PHONE NUMBER 678-886-5350

PETITIONER same OWNER'S ADDRESS 102 Dogwood Dr
Cartersville, GA 30120

PROPERTY LOCATION 102 Dogwood Dr TRACT SIZE 0.56 ac

DISTRICT 4 SECTION 3 LL(S) 127

TAX MAP # 007160005001 PARCEL (S) 1 WARD (S) 6

CURRENT LAND USE County s-F house PROPOSED LAND USE City s-F house

CURRENT ZONING R-1 PROPOSED ZONING R-20

SPECIFICS OF PROPOSED USE

NUMBER OF DWELLING UNITS 1 NUMBER OF OCCUPANTS 4

RACIAL COMPOSITION white

NUMBER OF SCHOOL AGED CHILDREN 1

GRADE LEVEL (S) OF SCHOOL AGE CHILDREN kindergarten

SCHOOL SYSTEM TO BE ATTENDED Cartersville School System

OWNER OCCUPIED: YES X NO

UTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)

1. WATER City

2. SEWER City

3. GAS City

4. ELECTRICITY GA Power



Bartow County Commissioner's Office • Clarence Brown, Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6403

March 8, 2012

Mr. Richard Osborne
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request by Shelby Cornwell
to annex approximately .56 acres
located at 102 Dogwood Drive

Dear Richard:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned R-2 (Multi-Family Residential) and is identified on the County's Future Land Use Map as Low Density Residential.

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

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

Sincerely,



CLARENCE BROWN

Commissioner
Bartow County

CB/kg

- c. Brandon Johnson, Zoning Department
- Randy Gray, Bartow County Road Department
- Mary Milam, Voter Registration
- Jarrold Roberts, Tax Assessor
- Tim Poe, GIS Department

Item # 3



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ12-03**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Shelby Grizzle Cornwell has made an annexation/zoning request on the following property:
Approximately 0.56 acres located at 102 Dogwood Drive in the 4th District, 3rd Section, Land Lot 127, Bartow County jurisdiction to City R-20 (Single-family Residential).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM

File SU12-01: Special Use Application by Fantaci, LLC for properties located at 301 N. Tennessee St and 110 McEver Street to expand the existing Kia Dealership onto adjacent M-U and O-C zoned properties

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	File #SU12-01: Special use application by Fantaci, LLC (Jeff Watkins, representative) for properties located at 301 N. Tennessee St and 110 McEver St (total 0.615 ac) to expand the existing Kia automotive dealership onto these adjacent M-U and O-C zoned properties. The subject tracts are located at 301 N. Tennessee St and 110 McEver St, just to the south of the existing Kia car dealership. The properties are approximately 0.62 acres and include two small buildings. The applicant seeks a special use permit to expand the existing Kia Auto dealership to include these lots for overflow parking. Planning Commission recommended approval.
City Manager's Remarks:	Your approval of this special use is recommended by the Planning Commission to allow the Kia dealer on Tennessee St. to expand.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU12-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Fantaci LLC**

Representative: **Jeff Watkins**

Property Owner: **Hamilton State Bank**

Property Location: **301 N. Tennessee St and 110 McEver St**

Access to the Property: **N. Tennessee St and McEver St**

Site Characteristics:

Tract Size: Acres: **0.62 acres** District: **4th** Section: **3rd** LL(S): **409**

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

LAND USE INFORMATION

Current Zoning: **M-U (301 N. Tennessee St) and O-C (110 McEver St)**

Proposed Special Use: **Allow expansion of existing Kia car lot onto the adjacent properties.**

Current Zoning of Adjacent Property:

North: **M-U (Multiple Use)**

South: **M-U (Multiple Use)**

East: **O-C (Office Commercial)**

West: **M-U (Multiple Use)**

The Future Development Plan designates the subject property as: **Tennessee Street Corridor, with recommended zoning districts O-C, M-U, P-S, and P-D.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No comments.

Public Works:

No comments.

Gas:

No comments.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The subject tracts are located at 301 N. Tennessee St and 110 McEver St, just to the south of the existing Kia car dealership. The properties are approximately 0.62 acres and include two small buildings. The applicant seeks a special use permit to expand the existing Kia Auto dealership to include these lots for overflow parking.

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

Sec. 16.1. Scope and intent.

This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider:

- A. The effect of the proposed activity on traffic flow along adjoining streets;
- B. The availability, number and location of off-street parking;
- C. Protective screening;
- D. Hours and manner of operation of the proposed use;
- E. Outdoor lighting;
- F. Ingress and egress to the property; and
- G. Compatibility with surrounding land use.

In granting a special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Sec. 16.3. Additional restrictions.

Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

Justification analysis as provided by applicant:

A. The effect of the proposed activity on traffic flow along adjoining streets;

Applicant response: There will be no traffic increase as said property will be accessed from an existing car dealership.

B. The availability, number and location of off-street parking;

Applicant response: Off-street parking will not be necessary.

C. Protective screening;

Applicant response: Not applicable (adjacent to non-residential uses).

D. Hours and manner of operation of the proposed use;

Applicant response: Same as the existing / adjoining Kia dealership.

E. Outdoor lighting;

Applicant response: Lighting will be consistent with the existing / adjoining Kia dealership.

F. Ingress and egress to the property;

Applicant response: Subject properties have access to Tennessee St and McEver St

G. Compatibility with surrounding land use.

Applicant response: Use will be consistent with the existing / adjoining Kia dealership parking lot.

STAFF RECOMMENDATION:

No objections.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

Application for Special Use

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

Application Number SU12-01

Hearing Dates 4-10, 4-19, 5-3, 2012

*Paid \$400
-RO*

Applicant <u>FANTACI, LLC</u> (applicant's printed name)		Business Phone <u>770-386-8400</u>	
Address <u>PO BOX 3368</u>		Home Phone _____	
City <u>CARTERSVILLE</u>	State <u>GA</u>	Zip <u>30120</u>	
JEFFREY A. WATKINS (Representative's printed name (if other than applicant))		Phone <u>770-382-9591</u>	Fax # <u>770-382-3833</u>
<i>[Signature]</i> Representative's signature		<i>[Signature]</i> Applicant's signature	
Signed, sealed and delivered in presence of <i>[Signature]</i>		BY: <u>TERRY R. LAUGHRIDGE, MANAGER</u>	
Notary Public		My commission expires: _____	

[Notary Seal: JULIA B. GUSTIN, NOTARY PUBLIC, BARTOW COUNTY, GEORGIA, APRIL 17, 2015]

Titleholder <u>HAMILTON STATE BANK</u> (titleholder's printed name)	Business <u>770-382-4223</u>	Home _____
*attach additional notarized signatures as needed on separate application page		
Address <u>301 E CHURCH ST, CARTERSVILLE, GA</u>		
Signature <u>(SEE ATTACHMENT)</u>		
Signed, sealed, delivered in presence of: _____		
My commission expires: _____		
Notary Public		

Present Zoning District(s) <u>C M-U and O-C</u>	Requested Special Use <u>parking lot for car dealership</u>		
Acreage <u>0.6147</u>	Land Lot(s) <u>409</u>	District(s) <u>4TH</u>	Section(s) <u>3RD</u>
Location of Property <u>301 N Tennessee Street and 110 McEver Street, Cartersville, Georgia 30120</u> (street address, nearest intersections, etc)			
Reason for requested Special Use: <u>To allow for an expansion of an adjacent/existing car dealership on the subject property.</u> (attach additional statement as necessary)			

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

Application for Special Use March 29, 2013

Application for Special Use

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

Application Number _____

Hearing Dates _____

Applicant _____ (applicant's printed name)		Business Phone _____	
Address _____		Home Phone _____	
City _____	State _____	Zip _____	
Phone _____		Fax # _____	
(Representative's printed name (if other than applicant)) _____			
Representative's signature _____		Applicant's signature _____	
Signed, sealed and delivered in presence of: _____			
Notary Public _____		My commission expires: _____	

Titleholder <u>HAMILTON STATE BANK</u>	Business <u>770-387-8426</u>	Home <u>N/A</u>
(titleholder's printed name)		
*attach additional notarized signatures as needed on separate application page		
Address <u>1907 Hwy 20, Hesham, GA 30548</u>		
Signature <u>Paul McLaughlin</u>		
Signed, sealed, delivered in presence of: <u>Kristie D. Gentry</u>		
Notary Public _____		My commission expires: _____

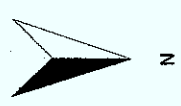
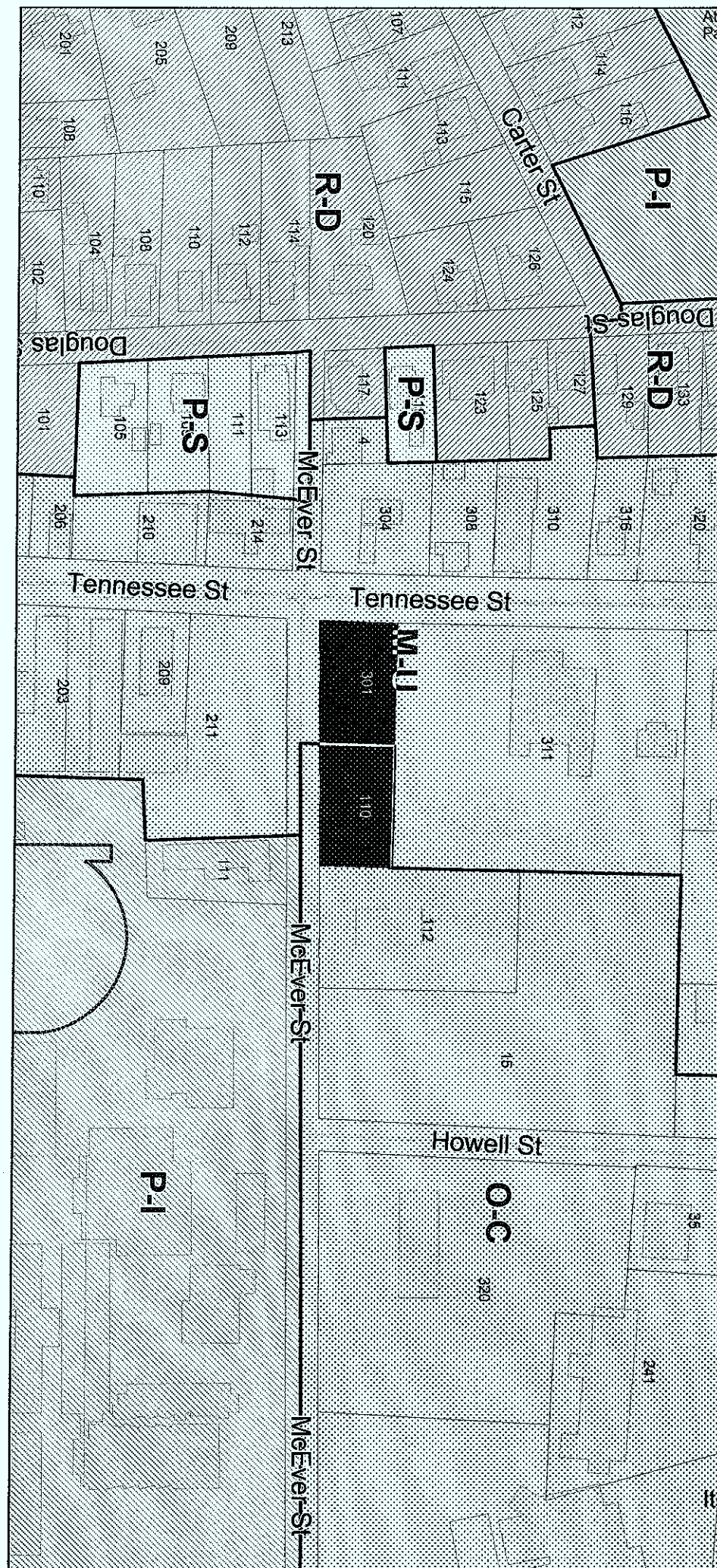


KRISTIE D. GENTRY
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA
My Commission Expires 2-09-2013

Present Zoning District(s) _____	Requested Special Use _____
Acreage _____	Land Lot(s) _____
District(s) _____	Section(s) _____
Location of Property _____ (street address, nearest intersections, etc)	
Reason for requested Special Use: _____ (attach additional statement as necessary)	

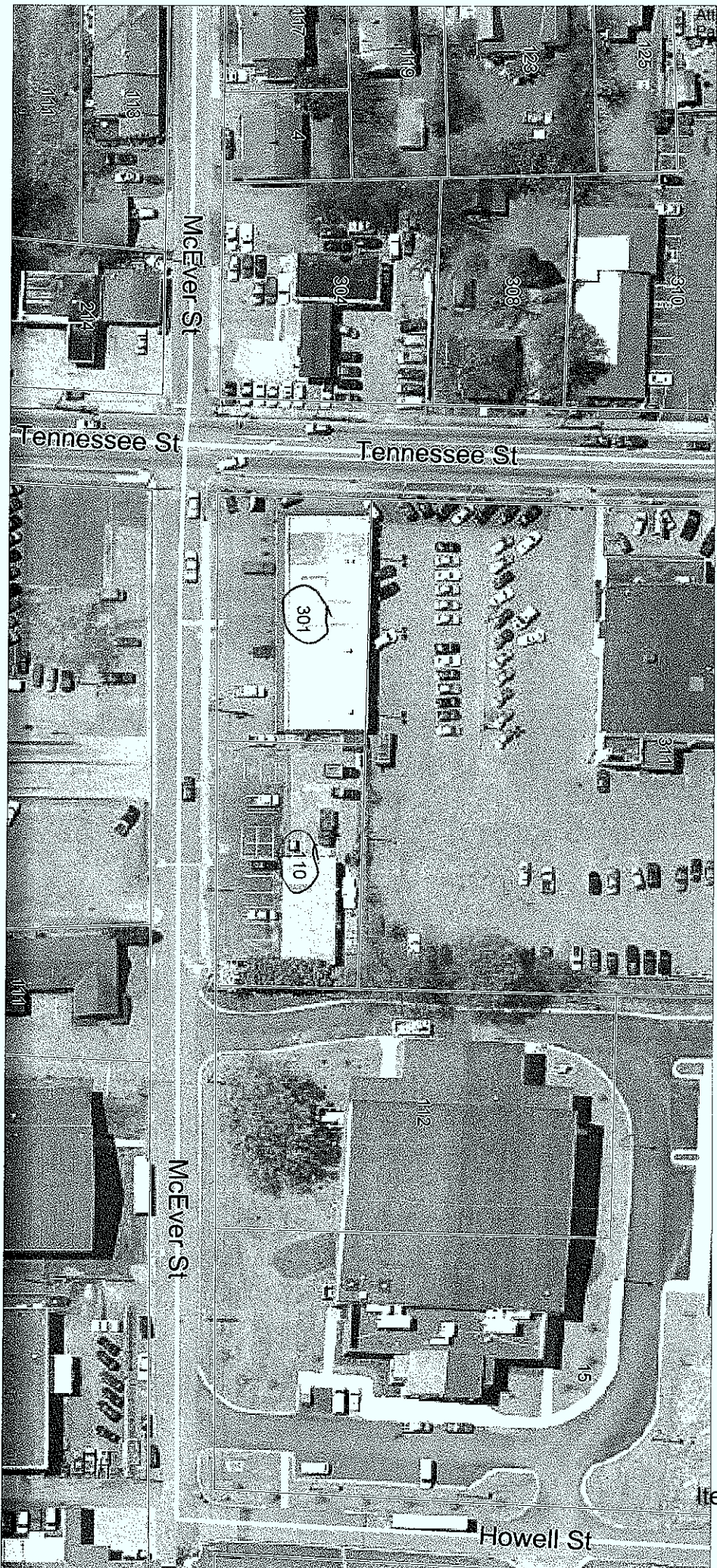
Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.

301 N. Tennessee St and 110 McEver St - special use SU12-01



301 N. Tennessee St and 110 McEever St - special use SU12-01

Attachment number 1
Page 8 of 15



Item # 4





301 N. Tennessee St and 110 McEever St
case SU12-01

Item # 4





301 N. Tennessee St and 110 McEYer St
case SU12-01

Item # 4

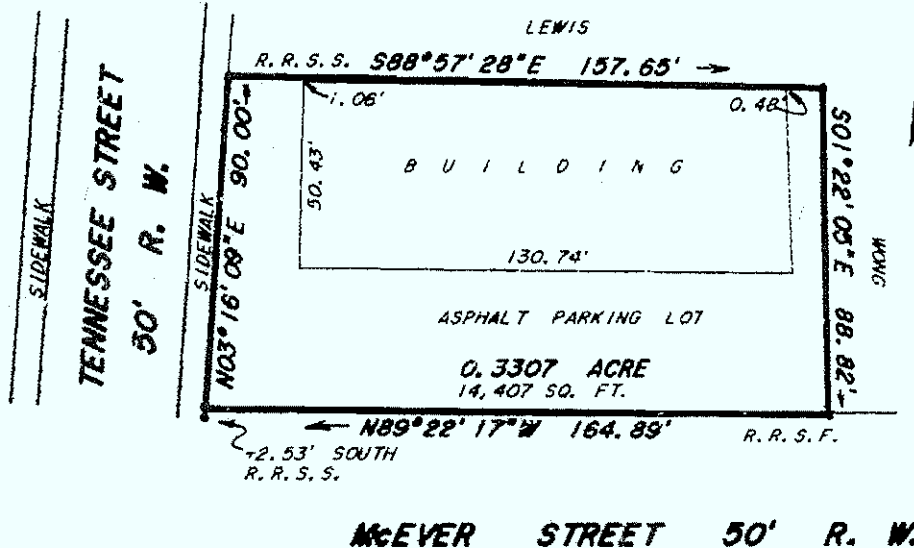


DENNIS J. GRAHAM

MIKE L. ALLEN

IN LAND LOT 409, 4TH. DISTRICT, 3RD. SECTION,
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA
DATE 1-23-98 SCALE 1" = 40'

Rec. # 98-002862
GEORGIA, BARTOW COUNTY
CLERK'S OFFICE SUPERIOR COURT
Filed for record this 6 day of
Feb 1998 at 8:31 o'clock A. M.
Recorded in Plat record No. 95
Page 168 this 17 day of
Feb 1998
TISH JOHNSON, Clerk



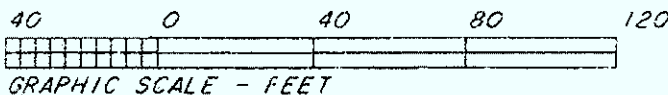
FIELD DATA:
CLOSURE: 1" IN 26,800'
EQUIPMENT: TOPCON GTS-303
ANGULAR ERROR 04" PER ANGLE POINT
BEARINGS ARE MAG. CAL. FROM ANGLES
TURNED.
ADJUSTED USING LEAST SQUARES
PLAT CLOSURE 1" IN 100,000'

'FEMA FLOOD HAZARD MAP' 13015C0089 F
DATED SEPTEMBER 29, 1989, SHOWS THIS
PROPERTY OUT OF FLOOD ZONE.

KNIGHT & KNIGHT LAND SURVEYORS
172 ROWLAND SPRINGS ROAD, SE
CARTERSVILLE, GEORGIA 30121
TELEPHONE (770) 382-7875
OR (770) 336-5484



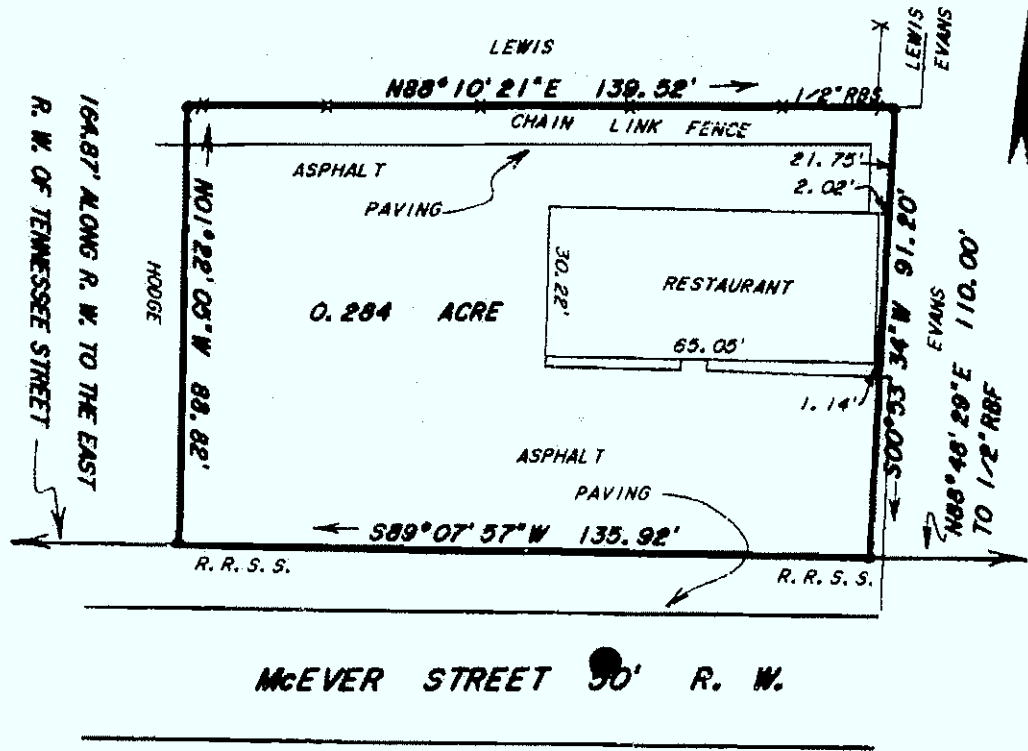
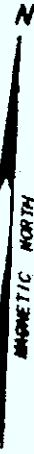
Johnny R. Knight



SURVEYED FOR
CHING RENN WANG

IN LAND LOT 409, 4TH. DISTRICT, 3RD. SECTION, CITY
OF CARTERSVILLE, BARTOW COUNTY, GEORGIA
DATE 4-17-97 SCALE 1" = 30'

Book 97, Page 1409
CITY OF CARTERSVILLE
CLERK'S OFFICE SUPERIOR COURT
Filed for record this 22 day of
April 1997 at 8:30 o'clock P. M.
Recorded in Plat record No. 43
Page 236 this 22 day of
April 1997
TISH JOHNSON, Clerk



FIELD DATA:
CLOSURE: 1" IN 18,800'
EQUIPMENT: TOPCON GTS-303
ANGULAR ERROR .05" PER ANGLE POINT
BEARINGS ARE MAG. CAL. FROM ANGLES
TURNED.
ADJUSTED USING LEAST SQUARES
PLAT CLOSURE 1" IN 100,000'

"FEMA FLOOD HAZARD MAP" 13015C0089 F
DATED SEPTEMBER 29, 1989. SHOWS THIS
PROPERTY OUT OF FLOOD ZONE.

KNIGHT & KNIGHT LAND SURVEYORS
172 ROWLAND SPRINGS ROAD, SE
CARTERSVILLE, GEORGIA 30121
TELEPHONE (770) 363-7975
OR (770) 336-5484



Johnny R. Knight



SPECIAL USE JUSTIFICATION

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

For review of a Special Use case, an applicant must state the use applied for and demonstrate that the standards for such use have / will be met:

Use applied for:

PARKING LOT FOR CAR DEALERSHIP

Standard #1:

THE EFFECT OF THE PROPOSED ACTIVITY ON TRAFFIC FLOW ALONG ADJOINING STREETS.

How Standard #1 has / will be met:

THERE WILL BE NO TRAFFIC INCREASE AS SAID PROPERTY WILL BE

ACCESSED FROM AN EXISTING CAR DEALERSHIP.

Standard #2:

THE AVAILABILITY, NUMBER AND LOCATION OF OFF-STREET PARKING.

How Standard #2 has / will be met:

OFF-STREET PARKING WILL NOT BE NECESSARY.

Standard #3:

PROTECTIVE SCREENING.

How Standard #3 has / will be met:

N/A

Standard #4:

HOURS AND MANNER OF OPERATION OF THE PROPOSED USE.

How Standard #4 has / will be met:

THE MANNER AND USE OF THE SUBJECT PROPERTY WILL BE THE SAME

AS THE EXISTING/ADJOINING KIA DEALERSHIP.

Standard #5:
OUTDOOR LIGHTING.

How Standard #5 has / will be met:

OUTDOOR LIGHTING WILL BE CONSISTENT WITH THE EXISTING/

ADJOINING KIA DEALERSHIP PARKING LOT.

Standard #6:
INGRESS AND EGRESS TO THE PROPERTY.

How Standard #6 has / will be met:

SUBJECT PROPERTY HAS ACCESS TO MCEVER STREET, A CITY STREET.

IN ADDITION, SEE APPLICANT'S RESPONSE TO #1 ABOVE.

Standard #7:
COMPATIBILITY WITH SURROUNDING LAND USE.

How Standard #7 has / will be met:

THE USE OF THE SUBJECT PROPERTY WILL BE CONSISTENT WITH THE

EXISTING/ADJOINING KIA DEALERSHIP PARKING LOT.

ADDITIONAL COMMENTS BY APPLICANT:

Signed,

FANTACI, LLC



BY: TERRY L. LAUGHRIDGE, MANAGER
Applicant's or representative's name

MARCH 6, 2012

Date



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **SU12-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Fantaci LLC (Jeff Watkins, representative) has made a special use request on the following property: Approximately 0.62 acres located at 301 N. Tennessee Street and 110 McEver Street in the 4th District, 3rd Section, Land Lot 409.

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM

File T12-01: Text Amendment Application by the City of Cartersville to amend the Cartersville Sign Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	File #T12-01: Text amendment application by City of Cartersville to amend the Cartersville Sign Ordinance. T12-01 is the proposal by City staff to revise the Sign Ordinance. First adopted in 1995, the Sign Ordinance has not been substantially changed since that time. Reasons for revising the document include issues related to newer sign technology, code enforcement, and the desire for greater content-neutrality for legal purposes. Planning Commission recommended approval.
City Manager's Remarks:	The Planning Commission recommends the amendment to the sign code for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z12-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Steve Cowart**
Representative: **Lee Perkins**
Property Owner: **CRM Central Properties LLC**
Property Location: **1120 West Ave (near intersection with Douthit Ferry Rd)**
Access to the Property: **West Ave (SR 61/113)**

Site Characteristics:

Tract Size: Acres: **2.7 acres** District: **4th** Section: **3rd** LL(S): **592, 593, 632**
Ward: **2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **G-C (General Commercial)**
Proposed Zoning: **L-I (Light Industrial)**
Proposed Use: **Allow for business to use the building for steel and metal fabrication and for sale of fabricated items.**

Current Zoning of Adjacent Property:

North: **L-I**
South: **G-C and L-I**
East: **G-C**
West: **O-C (Office Commercial)**

The Future Development Plan designates the subject property as:
Community Village Center with recommended zoning districts O-C, M-U, P-S.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

In reference to the rezoning request for property located at 1120 West Ave. from G-C to L-I, the Cartersville Fire Department takes exception to the location of the fire department connections for the sprinkler system. The property was split in two at one point, so now the fire department connections are not easily accessible due to a fence between what is now 405 Old Mill Rd [car wash built approximately five years ago] and the subject property [fence was installed by car wash property owner a few years ago based on security concerns]. This poses a serious problem in reaching and supplementing the fire sprinkler system in the case of a fire emergency.

Police:

No comments.

The subject tract is located at 1120 West Avenue, near the intersection with Douthit Ferry Road. The property includes a structure originally built for an industrial operation in approximately 1986, when the property was zoned industrial. After the zoning map changes in the mid-1990s, the property was designated as L-I (Light Industrial). In 2006, after the building had become vacant, the property was rezoned from L-I to G-C (General Commercial) for potential commercial use. However, the building has now remained vacant for approximately 10 years. The applicant seeks to rezone the property from G-C back to its previous zoning L-I to allow for the structure to be used by Steel Materials Inc (Bartow County resident Steve Cowart is owner) for steel and metal fabrication and for the sale of steel fabricated items.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed L-I zoning may permit a use that is suitable in view of the existing light industrial and heavier use commercial development of nearby properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed L-I zoning may not create an isolated district since some of the adjacent and nearby properties are also zoned L-I.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The L-I zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for G-C (General Commercial) uses, the property may have a reasonable economic use for this property.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The L-I zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible industrial use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The zoning proposal for L-I is not in conformity with the adopted Future Development Map of the Cartersville 2030 Comprehensive Plan.

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
The L-I zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to industrial use.
- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
Industrial and commercial development on and adjacent to West Avenue (SR 61/113) will continue to occur and evolve in this high-traffic arterial thoroughfare on the west side of the city. The L-I zoning district now includes optional commercial uses and well as industrial uses. It may be appropriate for this section of West Avenue, from properties adjacent to the intersection with Douthit Ferry Road west to the Cartersville-Bartow airport, to continue to have a blend of industrial and commercial uses. In addition, the building was constructed for industrial purposes and the property was zoned for industrial uses until 2006. These factors could give supporting grounds for a change from G-C to L-I.

STAFF RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

Approval with the following condition:

1. Relocation of FDC connection must meet Fire department requirements.

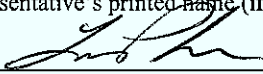
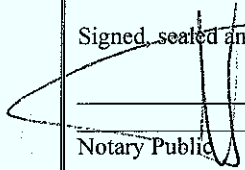
Application for Rezoning

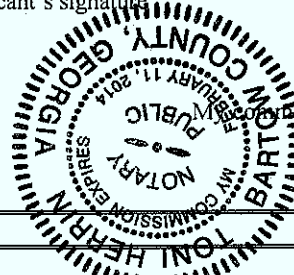
Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

*Paid \$400
1-31-12*

Application Number 712-01

Hearing Dates 3-6 @ 6:00 pm
3-15 @ 7:00 pm
4-5 @ 7:00 pm

Applicant <u>Steve Cowart</u> (applicant's printed name)		Business/Cell Phone <u>770-655-5417</u>	
Address <u>40 Mulnix Rd</u>		Home Phone <u>770-382-0264</u>	
City <u>Kingston</u>	State <u>GA</u>	Zip <u>30145</u>	Email <u>steve@steelmaterials.com</u>
Lee Perkins (Representative's printed name, if other than applicant)		Phone <u>770-386-1980</u> Fax # <u>770-386-6380</u>	
 Representative's signature		 Applicant's signature	
Signed, sealed and delivered in presence of:  Notary Public			



CRM Central Properties Titleholder <u>LLC</u> (titleholder's printed name)		Business _____ Home <u>see attached</u>	
*attach additional notarized signatures as needed on separate application page		Address <u>letter for information</u>	
Signature _____		_____	
Signed, sealed, delivered in presence of: _____ Notary Public			
My commission expires: _____			

Present Zoning District(s) <u>G-C</u>		Requested Zoning <u>L-I</u>	
Acreage <u>2.7</u>	Land Lot(s) <u>592, 593 & 632</u>	District(s) <u>4th</u>	Section(s) <u>3rd</u>
Location of Property <u>1120 West Ave. Cartersville</u> (street address, nearest intersections, etc)			
Reason for requested Rezoning: <u>see attached</u> (attach additional statement as necessary)			

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



Adam H. Oates
First Vice President

SunTrust Bank
25 Park Place
Mail Code GA-ATL-0922
Atlanta, GA 30303
Tel 404.813.0539
Fax 404.813.1251
adam.oates@suntrust.com

January 30, 2012

To Whom it May Concern:

This letter confirms that I am an authorized representative of the owner of the subject property, located at 1120 West Avenue, Cartersville, GA 30120. This letter authorizes a rezoning application to be submitted to the City of Cartersville for said property from G-C (General Commercial) to L-I (Light Industrial).

CRM Central Properties, LLC

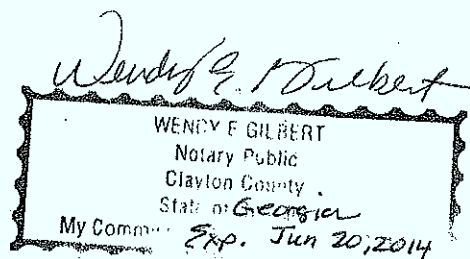
By: CRM Properties Manager, LLC, its sole member

By: Adam Oates

Name: Adam Oates

Its: Vice President

DATED: 1/30/12



Steve Cowart
1120 West Ave.

Reason for Rezoning Request

Previously, the property was zoned L-I, and the prior owner had it changed to G-C in an effort to make it more marketable. However, that owner lost the property to foreclosure, and Steve Cowart now has the property under contract to purchase from the lender that foreclosed on the property. Steve Cowart wants to utilize the property for his business, Steel Materials, Inc., which performs steel and metal fabrication of all types, and sells steel and steel fabricated items.

F. Lee Perkins

Subject: FW: 1120 West Ave. Rezone

From: Richard Osborne [<mailto:rosborne@cityofcartersville.org>]
Sent: Monday, January 30, 2012 11:16 AM
To: Lee Perkins
Subject: RE: 1120 West Ave. Rezone

This message confirms that property located at 1120 West Avenue has been previously been served by City of Cartersville Electric, Gas, Water, and Sewer.

At this time, based on a previous building addition, there are two utility service accounts for this property:

- 1) Electric and Gas
- 2) Water, Sewer, and Gas

Based on the request of a future tenant, it may be appropriate to consolidate the service into one account for billing purposes.

Thank you.

Richard Osborne, AICP
City Planner
Cartersville Planning & Development
770-387-5614
Fax 770-387-5605
www.cityofcartersville.org



March 6, 2012

Richard Osborne, Zoning Administrator
City of Cartersville, Georgia
(rosborne@cityofcartersville.org)

Dear Mr. Osborne:

It has come to my attention there is a pending application to rezone 2.7 acres of land located at 1120 West Avenue (tax parcel C-22-4-15.) This happens to be a portion of land I acquired, through my company, some forty years ago for the purpose of long term, planned development.

In the past the subject parcel has been zoned for commercial use. Now comes a potential buyer in the form of a steel welding shop which wishes to return zoning to the original industrial classification. I understand the present owner is a mortgagee in possession following foreclosure which, I expect, would like to see the property off its books. The potential buyer, I speculate, feels acquisition at under market value is a smart move. One can hardly blame either party.

I no longer have any vested interest in the subject property nor, indeed, any control over its use. However, I still retain interest in a substantial amount of contiguous property and am very much concerned of the appearance of the entire area. I have every wish to see the long term use of all the property at least somewhat in the manner in which the planners and I have agreed in the past: a protected commercial corridor that becomes a credit to the community. I don't believe the anticipated sale/purchase fits that role. That's where planners are needed.

At this time I am strongly opposed to the change of zoning.

Yours truly,

Neal Judd
BV 9-11, LLC

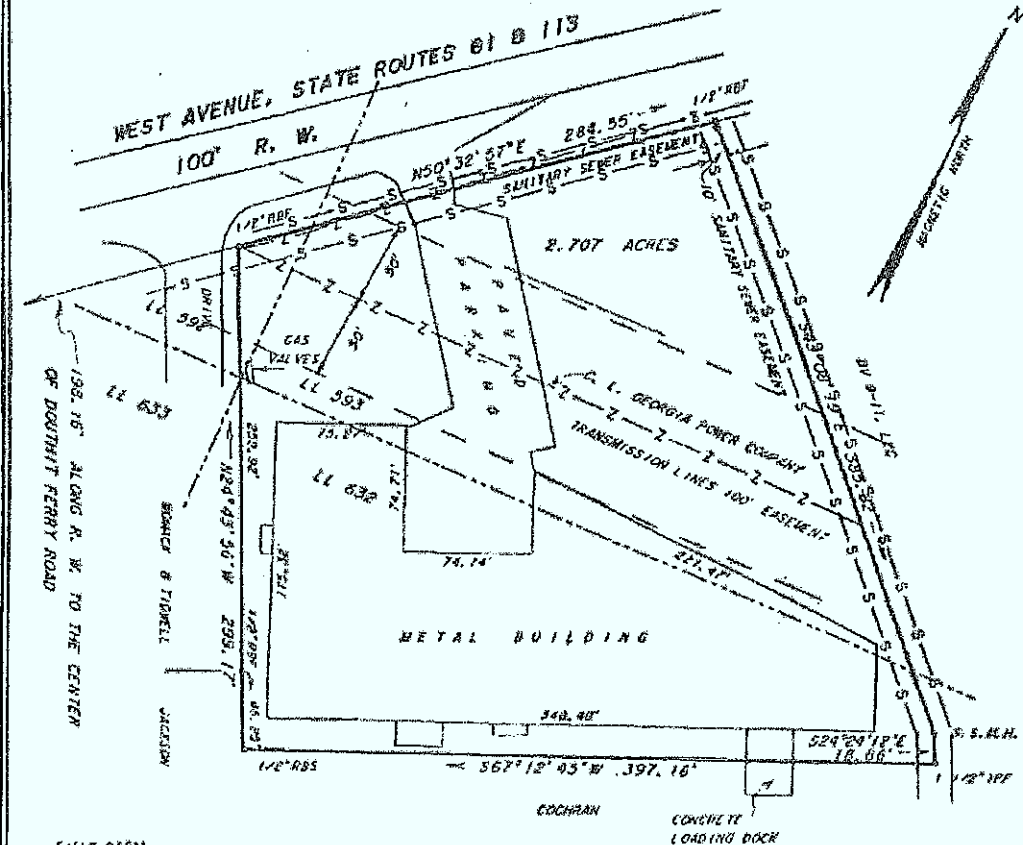
32 Blue Heron Point
Hilton Head Island, SC 29926

SURVEY

SURVEYED FOR

GEORGE E. SHROPSHIRE

IN LAND LOTS 592, 593 & 632, 4TH. DISTRICT,
3RD. SECTION, CITY OF CARTERSVILLE,
BARTOW COUNTY, GEORGIA
DATE OF PLAT 12-13-2001 SCALE 1" = 60'
DATE OF FIELD WORK 12-11-2001



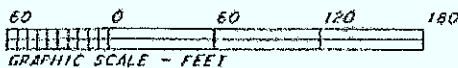
FIELD DATA
CLOSURE: 1" IN 27,500'
EQUIPMENT: TOPCON GTS-303
ANGULAR ERROR: 60" PER ANGLE POINT
BEARINGS ARE MAG. CAL. FROM ANGLES
TURNED.
ADJUSTED USING LEAST SQUARES
PLAT CLOSURE: 1" IN 100,000'

*FEMA FLOOD HAZARD MAP: 130100000E
DATED SEPTEMBER 29, 1989, SHOWS THIS
PROPERTY OUT OF FLOOD ZONE.

ENTERT & KNIGHT LAND SURVEYORS
177 ROYLAND SPRINGS ROAD, S.E.
CARTERSVILLE, GEORGIA 30121
TELEPHONE (770) 388-7070
OR (770) 330-6804

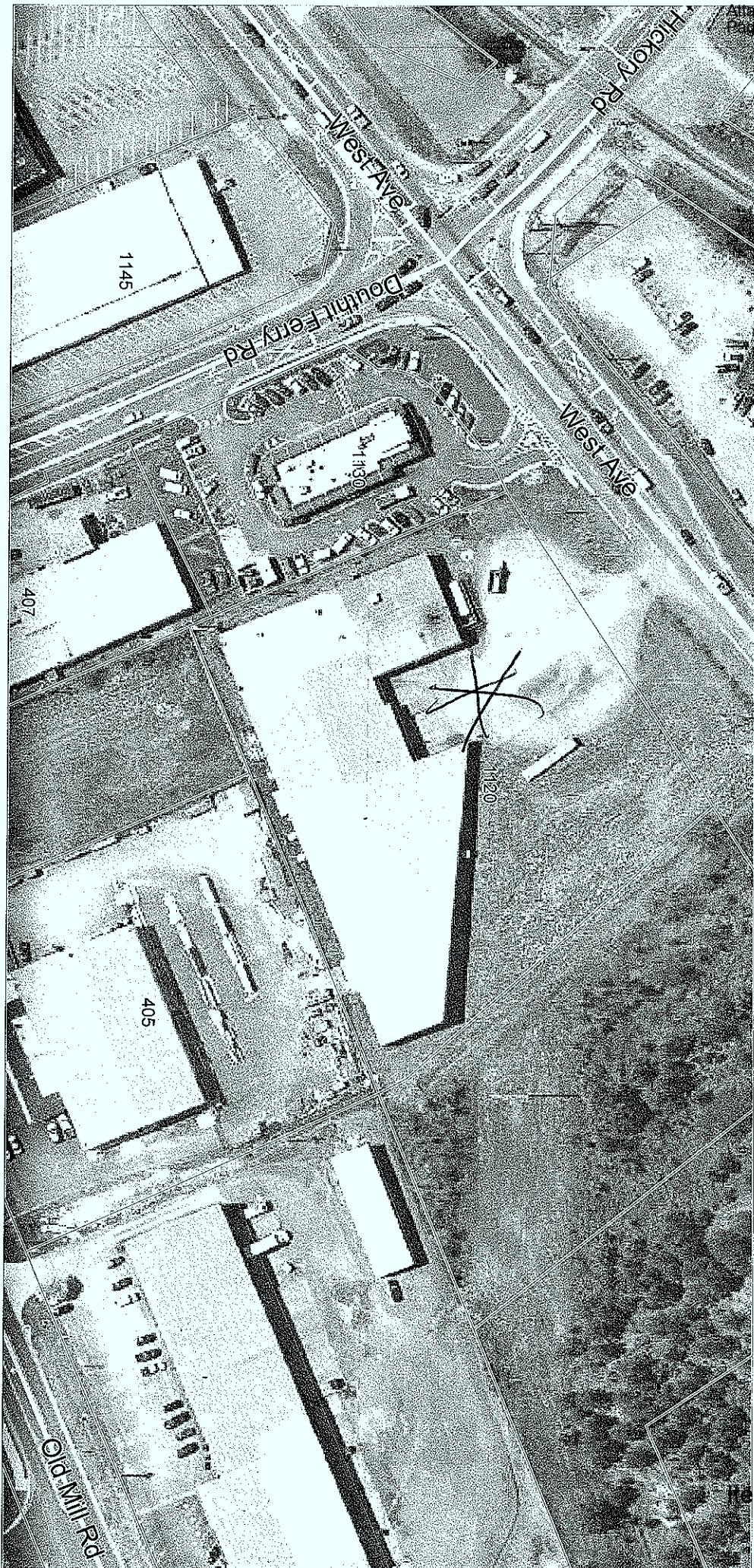


John R. Knight





1120 West Ave - rezoning case Z12-01





City of Cartersville

PLANNING AND DEVELOPMENT

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

Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **Z12-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Steve Cowart (Lee Perkins, representative) has made a rezoning request on the following property: Approximately 2.7 acres located at 1120 West Avenue in the 4th District, 3rd Section, Land Lots 592, 593, and 632, G-C (General Commercial) to L-I (Light Industrial).

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Cartersville Building Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The terms of Sam Grove, Jack Clayton and Tom Quist on the Cartersville Building Authority expire on May 15, 2012 and all have agreed to continue to serve. If reappointed they will serve until May 15, 2016.
City Manager's Remarks:	Reappointment of Jack Clayton, Tom Q. and me to this board is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

4/19/2012 9:00:00 AM

Southland Engineering, Inc. - Pettit Creek Trail Phase III

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	Per G-DOT guidelines for Transportation Enhancement programs, Southland Engineering, Inc. was chosen as the most qualified firm out of 21 applicants for the Pettit Creek Trail Phase III project. Attached is a negotiated proposal submitted by Southland Engineering for the design of the multi-use trail project. G-DOT awarded the City of Cartersville \$860,000.00 for the estimated \$1,180,400.00 trail project. The completion of the Pettit Creek Trail will complete a Cartersville City Council visioning session goal for 2004-5 on connectivity of our park and trail system. I recommend Southland Engineering's proposal in the amount of \$115,219.00 for the design of Pettit Creek Trail Phase III. All required documentation has been received for this budget item.
City Manager's Remarks:	Your approval of this agreement with Southland Engineering is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be paid from capital account Pettit Creek Trail Phase III 100-5100-54-3102.
Legal:	Submitted to City Attorney for review
Associated Information:	E-verify and SAVE documents are attached to the contract.



April 10, 2012
Greg Anderson
Cartersville Parks and Recreation Department
100 Pine Grove Road
Cartersville, GA 30120
Ph: (770) 386-5626

RE: Proposal for Phase III Pettit Creek Trail PI# 0010700

Dear Mr. Anderson,

Thank you for selecting Southland Engineering, Inc. (SEI) to present you with a proposal for the Phase III Pettit Creek Trail Project. We have thoroughly thought through the scope for this project and developed cost associated with a timeline which follows the published scopes and times allotted to perform each task, in the "TE Sponsors Guidebook".

The Project in general is a GDOT Transportation Enhancement (TE) Grant Fund project where all guidelines must follow the published TE Manual and GDOT policies. The project consists of 1.7 miles of concrete trail, and 2,400 feet of sidewalk. The beginning of the project is at the intersection of Mission Road, along Pettit Creek, and will extend south from the terminus of the Phase II Trail Project. The project for the most part, will follow Pettit Creek within 50 to 75 feet of the bank, and may potentially cross the creek or penetrate the state's stream buffer.

The Project has several design challenges which will be determined in the concept development. These challenges are all surrounding the need to cross Pettit Creek and/or the Railroad. Originally multiple creek crossing and a single railroad crossing (under bridge) were discussed with the City. We believe that the most economical solution would be to provide a single at grade crossing with the railroad, avoiding any pathway bridges and obstruction to the rail road bridge and creek. Not mentioning the difficulty with dealing with the Railroad Company (CSX) would be short sided, and in both scenarios an at grade or under bridge crossing is anticipated as being timely and requiring extensive coordination. In addition once the crossing path has been determined a CLOMR will be required for any fill placement, bridge or bridge opening restriction. This will also begin in the concept phase and later finalized, unless it is determined that a CLOMR would not be required for minor fill with an at grade crossing.

After concept we will have determined the final path expecting minor alignment changes; the path terminus at either Hwy 113 and Douthit Ferry Road or Hwy 113 and Old Mill Road will be set. Given the unknowns until the concept completion, we have based the project scope on one Creek Crossing under the Railroad's bridge. This allows for a budget for the bridge foundation investigation and environmental documentation/variances to be included in the original scope.

There are six phases that must be followed in developing the plans for TE projects. These Phases are:

- **Phase I – Concept Development**



- **Phase II** – Database Preparation
- **Phase III** – Environmental Documentation
- **Phase IV** – 90% Design Plans
- **Phase V** – Right of way Plans
- **Phase VI** – Contract Documents and Construction Inspection

Each phase being a scope of work is summarized below and the complete breakdown of tasks are included in Appendix A.

A. Project Design Scope

1. Phase I – Concept Development..... \$26,960.00

- Prepare detailed concept plan layout. The layout will determine the preferred route, profile, and cross sections in addition to preliminary coordination with the Railroad. After several preliminary design measures are complete a draft concept report will be prepared, and submitted to GDOT for review, comments will be addressed and finalized. In addition the Preliminary CLOMR and coordination with FEMA will begin.

2. Phase II – Database Preparation..... \$11,439.00

- All necessary field work to create a topographical survey completed. This survey will detail all of the existing conditions in addition to specialized surveys and cross-sections of the flood plain and creek banks. The Survey will provide also legal documentation to all properties and adjacent boundaries affected by the project limits for right of way and easement appraisals.

3. Phase III – Environmental Documentation..... \$21,130.00

- All TE projects are required to comply with the National Environmental Policy Act. Environmental compliance requires documentation of the TE project environmental effects and reviewed by applicable State and Federal agencies. Given the allowable activities under the TE program, most projects do not have significant adverse impacts on the environment. With that said, compliance and review will usually be accomplished using a Categorical Exclusion (CE) finding. However this project will encroach into the State Stream Buffer and Creek flow line thus in addition to the CE, a state stream buffer variance and CORP permitting will be required. Once these are complete the Concept Report can be finalized for approved.



4. Phase IV – 90% Design Plans..... \$37,090.00

- The 90 % design is typically the final design unless there are minor changes due to right of way acquisition. This scope includes final layout and alignment, cross sections, profiles, bridge selection/design(if applicable), geotechnical BFI, drainage, erosion control, final coordination with Railroad, all details, cost estimates, QA/QC and final submittal to GDOT for review, and approval.

5. Phase V – Right of way.....\$10,650.00

- Preparation and completion of right of way plans.

6. Phase VI – Contract Documents and Bid..... \$7,950.00

- The Southland shall have all construction plans completed and accepted by GDOT. At that time, Southland will submit one final copy of a bid documents that will include the advertisement, instructions to bidders, bid form, required contract provisions and supplemental specifications to the GDOT TE Project Manager for review and approval.

Once the GDOT TE Project Manager issues an Authorization to Advertise for Bid Proposals, Southland will advertise and hold the bid process with the City. Before awarding the contract, SEI will submit the following to the GDOT TE Project Manager:

- The bid tabulations for all bidders
- Construction cost estimate
- The completed DBE Goals Form for the lowest bidder
- Letter from low bidder to each DBE firm confirming its work on the project
- Request for construction engineering and inspections (CEI) costs
- Recommendation from Southland for the award to the lowest reliable bidder for a specific bid amount.

B. Schedule for Design

SEI is committed to providing an aggressive schedule however due to the many review and approval steps some items may be outside our control; thus based on the design and review parameters published in the TE Sponsors Guide, we have best determined a schedule that reflects the scope for this project. We believe that an aggressive schedule would be 17 months; which can only be accomplished if the right of way acquisition time is shortened. See Exhibit “B” for the detailed schedule.



C. Design Assumptions and Reimbursable

- Assuming no creek crossing bridge or boardwalk.
- Assuming no Geotechnical service.
- Postage has been accounted for in APPENDIX A for budgetary purposes only, actual postage cost will be reimbursable.
- Printing or any materials need for presentations or advertisement will be reimbursable.
- Submittal, Review and Permit fees are reimbursable.
- CLOMR-LOMR is not included.
- Lighting if desired to be by City.
- Bridge to be a prefabricated bridge design.
- Assuming Environmental Permitting for encroachment into the stream buffer will be under a Nationwide Permit and not an Individual Permit.
- If a bridge or creek crossing with a boardwalk is determined due to not being able to provide an at grade railroad crossing then there will be an additional fee of \$23,399.00

D. Immigration Reform Compliance Requirement

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

E. Fee Payment

SLE Engineering invoices will be rendered each month based on a percent complete of each task listed in Item A.

F. Contract Acceptance

Thank you for allowing Southland Engineering Inc. to provide you with this proposal. Please sign below to accept and confirm the services requested. We anticipate beginning the work with-in one week upon acceptance of this proposal.

Southland Engineering Inc. looks forward to working with the City of Cartersville on this project. Should you have any questions or comments, please call me at (770)387-0440.

Sincerely,

Karl Lutjens, P.E.

Accepted by:

Printed Name

Signature

Date



Hourly Billing Rates

Engineering Services

Principal	\$ 125.00 / hr
Senior Engineer / Project Manager / Structural (5-6)	\$ 95.00 / hr
Staff Engineer (3-4)	\$ 75.00 / hr
Engineering Technician (1-2)	\$ 60.00 / hr
CADD Tech	\$ 45.00/hr
Landscape Architect	\$ 75.00/ hr
Construction Manager	\$ 65.00/ hr
Construction Inspector	\$ 45.00/hr
Administrative	\$ 25.00/ hr

Surveying Services

Registered Land Surveyor	\$ 60.00 / hr
Survey Technician	\$ 45.00 / hr
2-Man Crew	\$ 115.00 / hr
3-Man Crew	\$ 125.00 / hr

**CITY OF CARTERSVILLE
PETTIT CREEK TRAIL CONNECTOR
Exhibit "B" Schedule**

City of Cartersville
Pettit Creek Trail Phase III
GDOT P.I. No 0010700 Bartow County.

Southland Engineering
Fee Proposal

Activity	2012								2013								
	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13
Database Preparation																	
Concept Report																	
Environmental Documentation																	
Geotechnical Evaluation																	
Design Engineering																	
Right of Way and Easement Plans																	
Right of Way Acquisition - City-																	
Contract Documents & Construction bid																	

City of Cartersville
GDOT Project No. STP-0007-00(494)
P.I. No. 0007494
Bartow County

City of Cartersville
Pettit Creek Trail Phase III
GDOT P.I. No 0010700 Bartow County.

Southland Engineering
Fee Proposal
WITHOUT BRIDGE OR CREEK CROSSING

Exhibit "A" Fee Proposal

Tasks	Total Cost	Labor Cost	Other Direct Expenses	Sub-Consultant Cost	Total Hours	Labor Rates and Hours									Other Direct Costs			Subconsultant Costs						
						Principal	Engineer 5-6	Engineer 3-4	Engineer 1-2	CADD Tech	Admin	Surveyor 3	Surveyor 2	Surveyor 1	Travel	Reproduction	Postage & Delivery	Environmental	Bridge	Geotech	Appraisal	Landscape	Lighting	
																								\$125.00
Totals = >>	\$ 118,785.00	\$ 92,719.00	\$ 3,566.00	\$ 22,500.00	1,475	131	96	341	76	570	-	30	147	84	\$ -	\$ 3,305.00	\$ 261.00	\$ 19,000.00	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Phase I - Concept Development	\$ 28,106.00	\$ 23,460.00	\$ 1,146.00	\$ 3,500.00	357	33	18	116	25	165	-	-	-	-	\$ -	\$ 1,090.00	\$ 56.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Phase II - Database Preparation	\$ 11,439.00	\$ 11,439.00	\$ -	\$ -	261	-	-	-	-	-	-	30	147	84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase III - Environmental Documentation	\$ 21,255.00	\$ 2,130.00	\$ 125.00	\$ 19,000.00	24	5	4	15	-	-	-	-	-	-	\$ -	\$ 100.00	\$ 25.00	\$ 19,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase IV - 90 % Plans	\$ 38,605.00	\$ 37,090.00	\$ 1,515.00	\$ -	582	49	40	150	32	311	-	-	-	-	\$ -	\$ 1,350.00	\$ 165.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase V - Right of Way Plans	\$ 10,780.00	\$ 10,650.00	\$ 130.00	\$ -	170	18	-	46	12	94	-	-	-	-	\$ -	\$ 115.00	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase VI - Contract Document	\$ 8,600.00	\$ 7,950.00	\$ 650.00	\$ -	81	26	34	14	7	-	-	-	-	-	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

APPENDIX A

City of Cartersville
Pettit Creek Trail Phase III
GDOT P.I. No 0010700 Bartow County.

Southland Engineering
Fee Proposal
WITHOUT BRIDGE OR CREEK CROSSING

Tasks	Total Cost	Labor Cost	Other Direct Expenses	Sub-Consultant Cost	Total Hours	Labor Rates and Hours										Other Direct Costs			Subconsultant Costs						
						Principal	Engineer 5-6	Engineer 3-4	Engineer 1-2	CADD Tech	Admin	Surveyor 3	Surveyor 2	Surveyor 1	Travel	Repro-duction	Postage & Delivery	Environ-mental	Bridge	Geotech	Appraisals	Landscape	Lighting		
						\$125.00	\$95.00	\$75.00	\$60.00	\$45.00	\$40.00	\$60.00	\$45.00	\$36.00											
Totals ==>	\$118,785.00	\$92,719.00	\$3,566.00	\$22,500.00	1475	131	96	341	76	570	0	30	147	84	\$0.00	\$3,305.00	\$261.00	\$19,000.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00		
Phase I - Concept Development	\$28,106.00	\$23,460.00	\$1,146.00	\$3,500.00	357	33	18	116	25	165	0	0	0	0	\$0.00	\$1,090.00	\$56.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00		
1 Develop Concept Layout/Alignment	\$4,520.00	\$4,370.00	\$150.00	\$0.00	84	4		8	2	70						\$150.00									
2 Prepare Design Data Book	\$180.00	\$180.00	\$0.00	\$0.00	3			0	3																
3 Coordinate on Environmental Issues	\$1,198.00	\$1,170.00	\$28.00	\$0.00	20	0		8	2	10						\$20.00	\$8.00								
4 Develop Concept Typical Sections	\$1,140.00	\$1,140.00	\$0.00	\$0.00	22			4	2	16															
5 Coordinate on Utilities/ Place on Layout	\$1,600.00	\$1,290.00	\$310.00	\$0.00	24			6	2	16						\$300.00	\$10.00								
6 Preliminary Railroad Coordination	\$2,340.00	\$2,210.00	\$130.00	\$0.00	26	5	8	8		5						\$120.00	\$10.00								
7 Traffic Analysis at Crossings	\$0.00	\$0.00	\$0.00	\$0.00	0																				
8 Develop Concept Trail Profiles	\$1,500.00	\$1,500.00	\$0.00	\$0.00	27			8	3	16															
9 Develop Concept Trail Cross Sections	\$1,350.00	\$1,350.00	\$0.00	\$0.00	25	0		6	3	16															
10 Coordinate Landscape Plans/Place on Display	\$0.00	\$0.00	\$0.00	\$0.00	0																				
18 Prepare Draft Concept Report	\$2,620.00	\$2,620.00	\$0.00	\$0.00	34	2		30	2																
11 Perform QA/QC	\$1,345.00	\$1,345.00	\$0.00	\$0.00	15	5		8	2																
12 Submit Draft Concept Report to GDOT and City	\$535.00	\$425.00	\$110.00	\$0.00	5	1		4								\$100.00	\$10.00								
13 Develop Concept Construction Cost Estimate	\$800.00	\$800.00	\$0.00	\$0.00	8	4		4	0																
14 Prepare for & Attend Public Information Open House	\$100.00	\$0.00	\$100.00	\$0.00	0											\$100.00									
15 Schedule Concept Team Meeting if Required	\$100.00	\$0.00	\$100.00	\$0.00	0											\$100.00									
16 Hold Concept Team Meeting If Required	\$0.00	\$0.00	\$0.00	\$0.00	0																				
17 Revise Concept Report	\$2,165.00	\$2,165.00	\$0.00	\$0.00	35	1		16	2	16															
18 Submit Final Concept Report to GDOT and City	\$383.00	\$275.00	\$108.00	\$0.00	3	1		2								\$100.00	\$8.00								
19 Attend Misc Meetings	\$870.00	\$870.00	\$0.00	\$0.00	8	6		0	2																
20 Preliminary Hydrology-CLOMR	\$1,060.00	\$950.00	\$110.00	\$0.00	10		10									\$100.00	\$10.00								
21 Preliminary Appraisals	\$4,300.00	\$800.00	\$0.00	\$3,500.00	8	4		4													\$3,500.00				
Phase II - Database Preparation	\$11,439.00	\$11,439.00	\$0.00	\$0.00	261	0	0	0	0	0	0	30	147	84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
1 Field Inspection	\$675.00	\$675.00	\$0.00	\$0.00	15								15												
2 Prepare Property Database	\$1,080.00	\$1,080.00	\$0.00	\$0.00	24								24												
3 Prepare Field Survey Request	\$0.00	\$0.00	\$0.00	\$0.00	0																				
4 Field Surveys	\$6,660.00	\$6,660.00	\$0.00	\$0.00	150							30	60	60											
5 Field Survey for CLOMR	\$0.00	\$0.00	\$0.00	\$0.00	0																				
6 Roadway QC of Survey Database	\$1,944.00	\$1,944.00	\$0.00	\$0.00	48								24	24											
7 Enhance Survey Database for Design	\$1,080.00	\$1,080.00	\$0.00	\$0.00	24								24												
Phase III - Environmental Documentation	\$21,255.00	\$2,130.00	\$125.00	\$19,000.00	24	5	4	15	0	0	0	0	0	0	\$0.00	\$100.00	\$25.00	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
1 Coordinate on Environmental Document	\$20,355.00	\$1,230.00	\$125.00	\$19,000.00	14	2	4	8								\$100.00	\$25.00	\$19,000.00							
2 Roadway QC of Environmental Document	\$700.00	\$700.00	\$0.00	\$0.00	8	2		6																	
3 Submit Final Environmental Document to GDOT	\$200.00	\$200.00	\$0.00	\$0.00	2	1		1																	
Phase IV - 90 % Plans	\$38,605.00	\$37,090.00	\$1,515.00	\$0.00	582	49	40	150	32	311	0	0	0	0	\$0.00	\$1,350.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
1 Request Existing Utility Locations	\$1,190.00	\$1,050.00	\$140.00	\$0.00	18			8		10						\$100.00	\$40.00								
2 Develop Typical Sections	\$510.00	\$510.00	\$0.00	\$0.00	10			2		8															
3 Soil Survey	\$0.00	\$0.00	\$0.00	\$0.00	0																				
4 Prepare Trail Alignment Sheets	\$2,070.00	\$2,070.00	\$0.00	\$0.00	40			8	2	30															
5 Prepare Trail Profiles Sheets	\$2,070.00	\$2,070.00	\$0.00	\$0.00	40			8	2	30															
6 Prepare Cross Sections Sheets	\$1,320.00	\$1,320.00	\$0.00	\$0.00	26			4	2	20															
7 Prepare Drainage Design	\$4,640.00	\$4,640.00	\$0.00	\$0.00	56		40	4		12															
8 Prepare Drainage Profiles Sheets	\$1,800.00	\$1,800.00	\$0.00	\$0.00	34			8	2	24															
9 Coordinate Landscape Plans/ Incorporate into plans	\$0.00	\$0.00	\$0.00	\$0.00	0																				
10 Prepare Retaining Wall Plans	\$0.00	\$0.00	\$0.00	\$0.00	0																				
11 Prepare Structural Plans	\$0.00	\$0.00	\$0.00	\$0.00	0																				
12 Coordinate on Pedestrian Bridges	\$75.00	\$0.00	\$75.00	\$0.00	0											\$50.00	\$25.00								
13 Coordination With Railroad	\$4,270.00	\$4,020.00	\$250.00	\$0.00	54	12		20	2	20						\$200.00	\$50.00								
14 Prepare Lighting Plans	\$0.00	\$0.00	\$0.00	\$0.00	0																				
15 Prepare Utility Plans sheets	\$1,330.00	\$1,330.00	\$0.00	\$0.00	20	2		8	2	8															
16 Prepare Erosion Control Plans	\$4,040.00	\$4,040.00	\$0.00	\$0.00	74	4		12	2	56															
17 Prepare Signing and Marking Plans	\$770.00	\$770.00	\$0.00	\$0.00	12	1		4	2	5															
18 Prepare Detail Sheets	\$1,140.00	\$1,140.00	\$0.00	\$0.00	22			4	2	16															
19 Incorporat Ga Standards and Details	\$1,340.00	\$1,340.00	\$0.00	\$0.00	20	4		4		12															
20 Perform QA/QC	\$2,580.00	\$2,580.00	\$0.00	\$0.00	27	12		12	3																
21 Prepare Construction Cost Estimate	\$3,200.00	\$3,200.00	\$0.00	\$0.00	46	4		24	6	12															
22 Submitt 90% Plans for Review	\$1,985.00	\$1,460.00	\$525.00	\$0.00	22	4		4	2	12						\$500.00	\$25.00								
23 Revise 90% Plans From Review	\$2,600.00	\$2,600.00	\$0.00	\$0.00	42	4		12	2	24															

APPENDIX A

City of Cartersville
Pettit Creek Trail Phase III
GDOT P.I. No 0010700 Bartow County.

Southland Engineering Fee Proposal

WITHOUT BRIDGE OR CREEK CROSSING

Tasks		Total Cost	Labor Cost	Other Direct Expenses	Sub-Consultant Cost	Total Hours	Labor Rates and Hours								Other Direct Costs			Subconsultant Costs						
							Principal	Engineer 5-6	Engineer 3-4	Engineer 1-2	CADD Tech	Admin	Surveyor 3	Surveyor 2	Surveyor 1	Travel	Reproduction	Postage & Delivery	Environmental	Bridge	Geotech	Appraisals	Landscape	Lighting
							\$125.00	\$95.00	\$75.00	\$60.00	\$45.00	\$40.00	\$60.00	\$45.00	\$36.00									
Totals ==>		\$118,785.00	\$92,719.00	\$3,566.00	\$22,500.00	1475	131	96	341	76	570	0	30	147	84	\$0.00	\$3,305.00	\$261.00	\$19,000.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00
24	Re-Submit 90% Plans	\$1,675.00	\$1,150.00	\$525.00	\$0.00	19	2		4	1	12						\$500.00	\$25.00						
25		\$0.00	\$0.00	\$0.00	\$0.00	0																		
26		\$0.00	\$0.00	\$0.00	\$0.00	0																		
27		\$0.00	\$0.00	\$0.00	\$0.00	0																		
28		\$0.00	\$0.00	\$0.00	\$0.00	0																		
29		\$0.00	\$0.00	\$0.00	\$0.00	0																		
30		\$0.00	\$0.00	\$0.00	\$0.00	0																		
31		\$0.00	\$0.00	\$0.00	\$0.00	0																		
32		\$0.00	\$0.00	\$0.00	\$0.00	0																		
Phase V - Right of Way Plans		\$10,780.00	\$10,650.00	\$130.00	\$0.00	170	18	0	46	12	94	0	0	0	0	\$0.00	\$115.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
						0																		
1	Develop Preliminary Right of Way Plans	\$3,720.00	\$3,720.00	\$0.00	\$0.00	74			12	2	60													
2	Preliminary Right of Way Plans Completion	\$0.00	\$0.00	\$0.00	\$0.00	0																		
3	Perform QA/QC Review	\$1,580.00	\$1,580.00	\$0.00	\$0.00	22	4		8	2	8													
4	Submit Right of Way Plans to GDOT and City	\$940.00	\$900.00	\$40.00	\$0.00	17			4	1	12						\$25.00	\$15.00						
5	Finalize Right of Way Plans	\$820.00	\$820.00	\$0.00	\$0.00	12	2		4		6													
6	Perform QA/QC Review	\$860.00	\$860.00	\$0.00	\$0.00	9	4		4	1														
7	Submit Right of Way Plans to GDOT and City	\$640.00	\$600.00	\$40.00	\$0.00	10			4	2	4						\$40.00							
8	Coordinate Right of Way Acquisition	\$2,220.00	\$2,170.00	\$50.00	\$0.00	26	8		10	4	4						\$50.00							
Phase VI - Contract Document		\$8,600.00	\$7,950.00	\$650.00	\$0.00	81	26	34	14	7	0	0	0	0	0	\$0.00	\$650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1	Prepare Construction Bid Documents	\$5,600.00	\$5,450.00	\$150.00	\$0.00	57	15	25	12	5							\$150.00							
2	Submit Bid Documents to City	\$1,020.00	\$520.00	\$500.00	\$0.00	6	2		2	2							\$500.00							
3	Administer Public Bid	\$880.00	\$880.00	\$0.00	\$0.00	8	4	4																
4	Bid Tabulation, Ref Check, Reg Compalinace	\$1,100.00	\$1,100.00	\$0.00	\$0.00	10	5	5																

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

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

KAZL LUTJENS

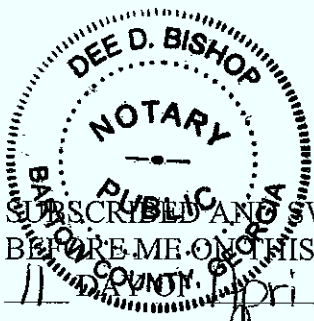
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

SOUTHLAND ENGINEERING INC

[Name of business, corporation, partnership]

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

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



Dee D. Bishop
Notary Public

My Commission Expires: 4-19-14

Kazl Lutjens
Signature of Applicant:

4/11/12
Date

KAZL LUTJENS
Printed Name:

4/11/12

*
Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

582 58181
EEV/Basic Pilot Program* User Identification Number

Karl Lutjens
BY: Authorized Officer or Agent
(Contractor Name)

4/11/12
Date

PRESIDENT
Title of Authorized Officer or Agent of Contractor

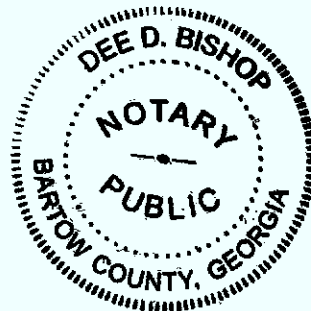
KARL LUTJENS
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11 DAY OF April, 2012

Dee D. Bishop
Notary Public

My Commission Expires:

4-19-14



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



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Downtown Development Authority Funding

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The DDA has requested that the city take over the Business Improvement District dedicated bank account and associated responsibility of this program, and requests additional funds. City staff can assume the duties of the Business Improvement District and I recommend approval.
City Manager's Remarks:	Your approval of the additional funding for the DDA and the City assuming BID responsibility is recommended.
Financial/Budget Certification:	Funds are available in the current year budget.
Legal:	
Associated Information:	E-verify and SAVE are on file.



City of Cartersville

City Council Meeting

4/19/2012 9:00:00 AM

Brown Conference Center Management Agreement Amendment

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The Convention and Visitors Bureau Board has requested the following changes be made to the Management Agreement and Rules and Regulations for the Clarence Brown Conference Center: 1. Management Agreement #4 – <i>Obligations of CVB</i> needs to have the following sentence added to reconcile with #26 – <i>Rules and Regulations/Facilities License Agreement</i>: “Any modification to the rules and regulations should be sent to Bartow County Administrator and Cartersville City Manager for review and approval prior to adoption.” 2. Management Agreement #20 – <i>Alcohol</i> conflicts with Management Agreement #14 – <i>Concessions and Merchandise</i> and Rules and Regulations #10 (a) <i>Alcohol</i>. We need to remove the last sentence from Management Agreement #20: “Alcohol may not be sold on the premises.” I recommend approval of these changes.
City Manager's Remarks:	This amendment deals with some conflicts in the rules and regulations for the operation of the center and the original agreement approved by the City and County. The items above have been discussed by all parties concerned and are recommended for your approval.
Financial/Budget Certification:	N/A
Legal:	Reviewed by City Attorney
Associated Information:	E-verify and SAVE documents are on file.

MANAGEMENT AGREEMENT
for the operation of the
CLARENCE BROWN CONFERENCE CENTER

Bartow County, Georgia

This agreement made this 1st day of September, 2010 by and between **Bartow County, Georgia**, a political subdivision of the State of Georgia, **City of Cartersville, Georgia**, a political subdivision of the State of Georgia, and the **Cartersville-Bartow County Tourism Council, Inc. d/b/a/ the Cartersville-Bartow County Convention and Visitors Bureau** (hereinafter "**CVB**"), a non-profit corporation created by local ordinances of Bartow County and the City of Cartersville.

WHEREAS, Bartow County and the Cities of Cartersville, Adairsville, Emerson, Euharlee, Kingston, Taylorsville and White did agree to a special purpose local option sales tax project to fund a Conference Center, which has been named the Clarence Brown Conference Center; and

WHEREAS, the Clarence Brown Conference Center, located at Highway 20 and Roving Road, is under construction and expected to be completed by the end of 2010; and

WHEREAS, the purposes of the Conference Center include: to promote economic development; to provide a facility to bring desirable conferences, conventions, trade shows, meetings and other events to Bartow County; to provide a facility for economic development; to promote Bartow County and the municipalities in the County for tourism purposes; to provide an assembly space for peaceful social gatherings for the citizens of Bartow County; to provide a location for community events such as graduations and awards ceremonies; to promote the construction of supporting hotel, restaurant and other ancillary facilities and businesses; to provide a location for the operation of the Cartersville-Bartow County Convention and Visitors Bureau; and related tourism and economic development activities; and

WHEREAS, all parties hereto agree that the purpose of the Conference Center is expressly not to be a public forum or to provide a forum for expressive activity and that the Conference Center is not dedicated to First Amendment activity; and it is further the intent of the parties hereto that the Conference Center be considered a nonpublic forum, subject to the reasonable restrictions set forth herein, which are designed to ensure the facility is used to promote economic development and are not designed to suppress expression based on the speaker's viewpoint, consistent with the holdings of the U.S. Supreme Court regarding nonpublic fora; and

WHEREAS, Bartow County desires to have the Conference Center operated and managed by the CVB, which organization has the skills and experience necessary for attracting economic development and promoting tourism; and the CVB Board of Directors shall have the final decision on use of the facilities, guided by the policies and purposes set forth herein; and

WHEREAS, it is intended that the Conference Center operate for the above-stated public benefit purposes, and to have its costs covered by fees generated from the use of the facility and by a one percent hotel-motel tax;

Management Agreement

Page 1 of 7

Item # 9

NOW THEREFORE, the parties hereto, in exchange for the mutual promises and benefits contained herein, agree as follows:

1. **Operation.** The Conference Center shall be operated by the CVB. The CVB shall locate its offices in the Conference Center. The CVB shall control scheduling and rental of the Facility. "Facility" as used herein shall refer to the entire Conference Center including the grounds, parking areas, access roads, outbuildings and the amphitheater, and also to any part thereof. This CVB and Bartow County shall also contemporaneously execute a Lease Agreement for the Facility as set forth in Appendix D.
2. **Term.** The term of this Agreement shall be annual. It shall terminate on December 31 of each year, and shall be automatically renewed, unless any party provides a written notice of termination at least sixty (60) days before the termination date; this termination may be without cause and for convenience. Automatic renewals shall continue for twenty-four additional annual terms. In the event any party wishes to terminate this agreement for breach of or non-compliance with a provision of this Agreement, termination may be effected with thirty (30) days written notice at any time during the term. Termination of this agreement shall terminate the lease agreement between CVB and Bartow County.
3. **Consideration.** The CVB shall provide its services without charge to the County, in consideration of being provided space for CVB offices in the Facility.
4. **Obligations of CVB.** The CVB shall enforce the policies set forth in this Agreement and the Rules and Regulations it adopts pursuant to paragraph 26. The policies set forth in this Agreement are to be considered the minimum necessary, and CVB is empowered and expected to adopt Rules and Regulations designed to protect the public, the Facility staff and the Facility itself.
5. **Financial Accounts and Records / Dedicated Account.** The CVB shall maintain detailed financial records of all fees, funds and revenue collected and amounts expended in the operation of the Conference Center and maintenance of its grounds, including costs for staff associated with the Facility and insurance costs attributable to the facility. CVB shall maintain a separate Dedicated Account to pay the costs of operation of the Facility, including maintenance, utilities, staff costs attributable to the Facility, and insurance costs attributable to the Facility or operation thereof. All fees and revenue from the operation of the Facility shall be placed in this Dedicated Account, as shall the proceeds received from the hotel-motel tax set forth in paragraph 7, and any shortfall contribution for the funds contributed by the City and County for the operation and maintenance of this Facility. This Dedicated Account and the funds therein shall not be intermingled with funds used to run CVB and perform its other functions. The CVB shall open its records and books to the County or City of Cartersville upon demand. The CVB shall provide an annual independent financial audit of its operations of the Conference Center to the City of Cartersville and Bartow County.

6. **Costs of Operation.** The CVB shall pay all costs of operation of the Facility, including maintenance, utilities, staff costs attributable to the Facility, and insurance costs attributable to the Facility, from the Dedicated Account specified in paragraph 5. It is intended by the parties that the Fees for operation of the Facility, in combination with the contribution of a portion of the hotel-motel tax authorized to be imposed, levied and collected by the City of Cartersville and Bartow County as specified below in paragraph 7, shall generate sufficient revenue to offset the costs of operation and maintenance of the Facility. To the extent the revenue from the facility does not offset the costs of the facility, the CVB shall present a budget request to Bartow County and the City of Cartersville for revenue support for the facility, in a timely fashion for the budget preparation deadlines of the County and City. The City and County have agreed to split such shortfalls equally (50% from City and 50% from County).
7. **Hotel-Motel Excise Tax Contribution.** Both the City of Cartersville and Bartow County previously were authorized to impose, levy and collect a hotel-motel excise tax pursuant to O.C.G.A. § 48-13-51, and previously authorized that tax at the rate of five percent (5%). Pursuant to House Bill 1429 and House Bill 1430, and that certain resolution of the City Council of Cartersville approved March 18, 2010 and that certain resolution of the Commissioner of Bartow County approved March 17, 2010, the City and County are now authorized to impose, levy and collect the hotel-motel excise tax at a rate of six percent (6%). The County and City have agree to apply and dedicate the additional one percent of tax authorized to the operation and maintenance of the Facility. Such funds shall be provided on a regular monthly basis in accordance with the collection and accounting practices of the City and County.
8. **Insurance.** The County shall maintain property insurance on the Facility. The CVB shall reimburse the County for this cost within 30 days of being invoiced from the Dedicated Account(s) specified in paragraph 5. The CVB shall provide general liability insurance with limits of \$1,000,000 on the Facility. The CVB shall maintain statutory worker's compensation insurance as required by law and automobile insurance with limits of \$1,000,000 for use of owned, non-owned and hired vehicles. Insurance costs attributable to the Facility or the operation thereof shall be paid out of the Dedicated Account.
9. **Rental Policy.** The Conference Center is intended to promote economic development and tourism. Therefore, the primary and most desirable users would be businesses and groups related to those goals, that bring positive attention and economic benefit to Bartow County. The CVB shall be authorized to refuse rental or use of the facility to any group or organization that is inconsistent with these purposes and the purposes set forth above in the "Whereas" clauses of this Agreement. The decision of the CVB Executive Director may be appealed to its Board of Directors. The decision of the CVB Board shall be final. Rental and usage shall be scheduled by the CVB. Non-paying usage shall be scheduled no more than 45 days in advance. The Facility and the rooms therein shall be rented on a first-come/first-served basis, subject to the limitations of the policies set forth herein. Reservations may be made up to but not more than two (2) years in advance. No regularly scheduled weekend meetings by any group will be permitted. Any abuse of the rental and

use policies shall authorize the CVB to deny the requested rental or usage. Use of the facility for illegal purposes is forbidden.

10. **Use of Facility by Local Governments.** The Facility shall be usable without charge by the following government entities when requested for governmental or official purposes: Bartow County and the City of Cartersville. Rental policies set forth in paragraph 9 and other policies in these Rules and Regulations shall apply.
11. **Rental Rates.** The rental rates and other fees for use of the Facility shall be as set forth in Appendix A, the initial Fee Schedule. The Fee Schedule may be modified by the CVB Board, based on their experience operating the Facility, but any modification should be sent to the Bartow County Administrator and Cartersville City Manager for review and approval prior to adoption. The CVB Executive Director shall be authorized to reduce rates for non-profit organizations that are tax exempt under Internal Revenue Code Sec. 501(c)(3) and are charitable organizations desiring to use the facility to provide a charitable function for the benefit of the public in general. The CVB Board shall be authorized to waive fees for select community-wide events or in humanitarian emergencies.
12. **Security Deposits.** Security deposits shall be required to ensure the Facility is cleaned properly after use and is undamaged. Security deposits shall be higher for events serving alcohol. Guidelines for security deposits shall be set forth in Appendix A. The CVB Executive Director shall be authorized to set security deposits as necessary for the type of event and shall be authorized (but not required) to waive them for charitable, non-profit, community-wide, and similar events.
13. **Rental Limitations.** Reservations may be made up to but not more than two (2) years in advance. No regularly scheduled weekend meetings by any group will be permitted.
14. **Concessions and Merchandise.** The CVB reserves the right to sell, at its discretion, foods, non-alcoholic beverages, alcoholic beverages, merchandise of all types and operate checkrooms, either directly or through contractors. Any renter desiring to sell concessions or merchandise is subject to prior CVB approval and a fee of 15% of gross sales shall be imposed.
15. **Booking Deposits.** The CVB shall set a policy for deposits for booking.
16. **Deposit Refund Policy.** The CVB shall set a policy for deposit refunds.
17. **Food and Beverage.** Only caterers on the Approved Caterers List are permitted to have access to the kitchen. Kitchen access will be arranged at the time of booking by CVB staff. All functions of 50 people or more requiring food and beverage service must use a caterer from the Approved Caterers List. The CVB shall be responsible for approving caterers for the Approved Caterers List, based on the caterer having all necessary licenses, prior experience of the caterer, references, and whether the caterer commits any violations of the Rules and Regulations and CVB Conference Center policies. Caterers shall also be

required to maintain insurance in the amounts listed in paragraph 15 of Appendix C, the Rules and Regulations.

18. **Non-Catered Functions.** The CVB shall set a policy for non-catered functions that will prohibit use of warming devices and prevent access to the Kitchen by non-professionals.
19. **Bartenders.** Only licensed bartenders contracted by a caterer on the Approved Caterers List are allowed to serve alcohol in the Facility.
20. **Alcohol.** Alcohol may only be served in conjunction with a catered meal. No intoxicated persons will be allowed to enter the Facility and any intoxicated persons will be removed from the Facility without redress and will be subject to arrest. Alcohol may not be sold on the premises.
21. **Security.** Functions serving alcohol are required to hire security officers in a number set by the CVB. The CVB has discretion to set requirements for security officers for other events as it sees necessary to protect the public, the attendees at the Event, the Facility and the staff.
22. **Animals.** No animals or pets (other than service animals) may be allowed in the Conference Center without prior written permission of CVB staff.
23. **Smoking.** The Clarence Brown Conference Center is a smoke-free facility, other than for the designated Smoking Areas located on the grounds.
24. **Audio/Visual.** Clients must book audio/visual services in advance. Some services require a professional AV provider. Set-up and function of all audio/visual equipment must be done by, or under the direction of, CVB staff or approved professional AV provider. A maximum sound level of 90 dBa average, 96 dBa peak, will be enforced. If the Licensee or their vendor repeatedly violates the maximum sound level, and refuses to turn the volume down, then the event will be shut down, and the vendor removed from the Approved list.
25. **General Room Use.** No paint, crayons, or colored markers (with the exception of use by adults on flip charts) may be used in the Conference Center. Nothing may be adhered to any wall with tacks, tape, staples, nails or similar devices. Only post-it self-stick sheets may be adhered to the walls. Temperature adjustments must be made by CVB staff.
26. **Rules and Regulations / Facilities License Agreement.** Other policies as required for the reasonable administration of the Conference Center and protection of the Facility from damage may be implemented by the CVB in the form of Rules and Regulations. The initial Facility License Agreement to be used by CVB shall be as set forth herein in Appendix B. The initial Rules and Regulations to be used by CVB shall be as set forth herein in Appendix C. Both the License Agreement and the Rules and Regulations may be modified by the CVB Board, based on their experience operating the Facility, but any modification should be sent to the Bartow County Administrator and Cartersville City Manager for review and approval prior to adoption.

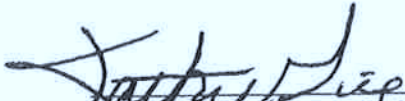
27. **E-Verify.** CVB shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. CVB shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).
28. **Compliance with Laws.** CVB agrees to comply with any other applicable laws in its operation of the Facility.
29. **Hazardous Materials.** CVB shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Property, or permit to be placed, used, stored, spilled or discharged any hazardous, toxic or dangerous substances on the Property. It is contemplated that automobile-type shows, RV-type shows, boat shows, and gun shows may be vendors, and that materials and substances related to those types of events are permitted.
30. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and may be modified only in writing. This Agreement may not be assigned by CVB without the prior written consent of the County, which approval may be granted or withheld at Bartow County's sole discretion.
31. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.
32. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
33. **Severability.** In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
34. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

[signatures on next page]

EXECUTED this _____ day of _____, 2010, pursuant to authority duly granted to the undersigned.

Attest:

BARTOW COUNTY, GEORGIA

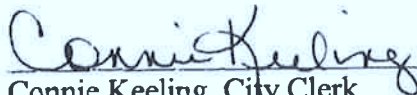

Kathy Gilly, County Clerk

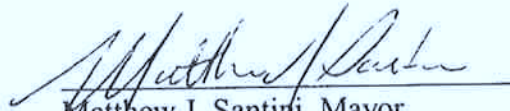

Clarence Brown, Commissioner

Date: 9/1/2010

Attest:

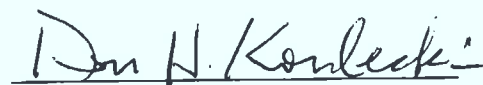
CITY OF CARTERSVILLE


Connie Keeling, City Clerk

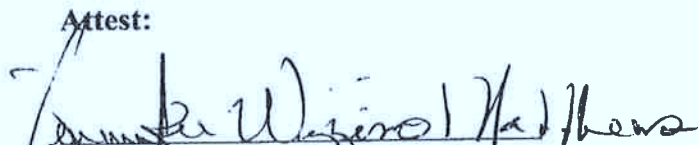

Matthew J. Santini, Mayor

Date: 8/19/10

Cartersville-Bartow County Tourism Council, Inc.
d/b/a/ the Cartersville-Bartow County
Convention and Visitors Bureau


by: Don Kordecki
its: CEO

Attest:


Jennifer Wiggins, Corp. Secretary



RULES AND REGULATIONS

The Cartersville-Bartow County Convention and Visitor's Bureau ("CVB") manages, operates and maintains the Clarence Brown Convention Center ("Facility"), on behalf of Bartow County, Georgia ("County"). Use of the Facility (which term includes the grounds, parking areas, access roads, outbuildings, and the amphitheater, and any portion thereof) is subject to the following Rules and Regulations. Entering into a Facility License Agreement includes by reference agreement to abide by the following Rules and Regulations. Violation of these Rules and Regulations may lead to actions up to and including immediate termination of the event and eviction from the Facility, at the discretion of the Executive Director of the CVB. References herein to the CVB "Executive Director" mean the Executive Director, the Deputy Director or other designee of the Executive Director.

1. **Authorized Areas and Terms.** Licensee is restricted to the use of the Authorized Area as set forth in the License Agreement for the Event as described therein.
2. **Use of Facilities.** The Authorized Areas shall be used only for the specific Event as set forth in the License Agreement.
3. **Set-up / Staging / Devices.** If requested by the CVB, Licensee shall provide CVB with a detailed, written description of the Event including items such as, but not limited to, room or hall set-up(s), staging, devices and apparatus being used, Event personnel requirement, and food and beverage requirements. Events requiring elaborate set-up may be required to provide plans for the proposed set-up at least 30 days in advance of the Event. The Executive Director reserves the right to prohibit any device, staging, or apparatus that would be hazardous to the public, Event visitors or the Facility or staff. Licensees should present sufficient information regarding devices, staging and apparatus they desire to use in the Facility prior to executing the License Agreement to allow review by the Executive Director. Prohibition of any device, staging, or apparatus will not relieve the Licensee of abiding by the terms of the License Agreement, including payment of the Fees stated therein.
4. **Use and/or Decoration of Lobby and Other Common Areas.** Licensee shall not occupy the lobby or other common areas for registration, food and/or beverage service, vending, place signs or other promotional materials, or other activities related to the execution of the event for which space(s) have been leased without prior permission of the Executive Director. Licensee shall not decorate the lobby or any common area, or rearrange lobby furnishings, decorations or plant displays on the floors or walls, without the prior permission of the Executive Director.
5. **Restricted Access.** The Licensee, his/or her guests, employees (excluding caterers and florists), volunteers or others associated with the function for which space has been leased, shall not be allowed access to the non-public sections of the facility, i.e., kitchen, service halls, storage rooms, electrical rooms, audio-visual control rooms, heating and air enclosures or other service-related spaces, without the prior permission of the Executive Director.
6. **Rental Limitations.** Reservations may be made up to but not more than two (2) years in advance. No regularly scheduled weekend meetings by any group will be permitted.

7. **Hours of Operation.** Events may be hosted at the Clarence Brown Conference Center between the hours of 6:00 a.m. and 12:00 a.m. (midnight) daily. All events must conclude by 12:00 a.m. (midnight).

8. **Minor Guests.** Children under the age of 13 years must be under the supervision of a responsible adult at all times, whether inside the building or on the grounds, of the Clarence Brown Conference Center. Parents or guardians failing to supervise children under their care may be asked to leave the center.

9. **Prohibited Use.** Licensee shall not knowingly use the facility, or knowingly permit it to be used by any employee, agent, patron or invitee:

- (a) For any illegal purpose;
- (b) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
- (c) In any manner which could void the insurance or increase the rate of insurance on the facility (i.e. use of hazardous materials in or around the building);
- (d) In any manner which causes injury to the Facility; or
- (e) In violation of these Rules and Regulations.

10. **Fees.** The Rental Fee for the Event shall be as set forth in the License Agreement and shall be pursuant to the schedule of fees adopted by the CVB. Sales tax at the rate of 7% may apply. Kitchen Fees shall be required if the Facility Kitchen is to be used. Only professional caterers on the Approved Caterers List are permitted to use the Facility Kitchen. Set-up Fees may be charged if the Event requires substantial effort to prepare the facility for the Event, such as elaborate exhibits, staging, or other similar features.

11. **Deposits.**

(a) Booking Deposit. A booking deposit equal to 50% of the Rental Fee shall be due at time of signing rental contract, and the balance shall be due 30 calendar days prior to Event. Failure to pay balance due by deadline shall result in forfeit of deposit and loss of reservation. The CVB shall be authorized to adopt a less restrictive policy for use of smaller rooms such as classrooms and conference rooms.

(b) Booking Deposit Refund Policy. 100% of the booking deposit will be refunded if the reservation is cancelled within 7 calendar days of signing the rental contract and the cancellation date is more than 90 calendar days from the date of the event. 50% of the deposit will be refunded if the reservation is cancelled 61 to 90 days before the scheduled Event. No refund of deposit will be provided if the reservation is cancelled within 60 calendar days of scheduled Event.

(c) Security Deposit. A security deposit as set forth in the License Agreement will be required, which will be applied against unusual cleaning charges or damage to the facility. The security deposit must be provided with the final portion of the booking deposit (30 days before the Event). Any unused portion of the security deposit will be returned within ten days of the conclusion of the Event. If the Event is canceled, the security deposit will be refunded in full.

12. **Services Provided by CVB Included in Rental.** CVB shall furnish, without cost to Licensee during Event show hours, normal air conditioning or heat, overhead lighting, restroom facilities and janitorial services consisting of cleaning of common public areas, in accordance with CVB's General Rules and Regulations. Failure to furnish any of the foregoing due to circumstances beyond the control of the CVB shall not be construed a breach of Agreement.

13. **Services Not Included in Rental.** All services, equipment and personnel not provided for in Paragraph 8 shall be paid for by Licensee. Such other services, equipment and personnel include but are not limited to:

Services Not Included in Rental Continued:

- (a) Guest Services: such as security, crowd, and traffic personnel;
- (b) Nursing/medical personnel;
- (c) Stagehand and stage lighting and operation;
- (d) Sound set-up and operations including technicians; (Other than normal house PA system)
- (e) Insurance (See Paragraph 15);
- (f) Equipment as outlined on equipment rental list;
- (g) Bulk trash removal; and
- (h) Food and beverage.

14. **Use Restrictions.** The following restrictions on use and other requirements shall apply. Any violation of said restrictions may result in the cancellation of the reservation or termination of the event.

- (a) **Alcohol.** Alcohol may only be served in conjunction with a catered meal or catered function serving heavy hors d'oeuvres (no fewer than five food items, one of which must be hot). Any caterer serving alcohol must have the appropriate alcohol licenses from its home jurisdiction and the State of Georgia. Only licensed bartenders contracted by a caterer on the Approved Caterers list are allowed to serve alcohol in the center. Cash bars are permitted. No intoxicated persons will be allowed to enter the center and any intoxicated persons will be removed from the center without redress and will be subject to arrest.
- (b) **Security.** Functions serving alcohol are required to hire a minimum of one security officer for the first 100 attendees, and one additional officer for each 100 guest thereafter, up to 6 officers for 600 guests; thereafter, one additional officer for each 150 guests. Security officers shall be off-duty Bartow County Sheriff's Deputies or Police Officers from any municipality in Bartow County. CVB may require security depending on type of event even if alcohol is not served at the discretion of the Executive Director. The security requirement will be set in the License Agreement. For example, events involving valuable items such as jewelry or gold may be required to provide security. The cost of security will be borne by Licensee. The sufficiency of security will be checked by CVB staff prior to the commencement of the Event (security check-in will be required), and if the security requirements set by the CVB are not met (for example, insufficient numbers of officers or not officers from authorized jurisdictions), the Event will not be permitted to commence. The CVB maintains a list of contact numbers for security officers.
- (c) **Animals.** No animals or pets (other than service animals) may be allowed in the facility without prior written permission of CVB staff.
- (d) **Smoking.** The Clarence Brown Conference Center is a smoke-free facility other than for the designated Smoking Areas located on the grounds.
- (e) **Audio/Visual.** Clients must book audio/visual services in advance. Some services require a professional AV provider. Set-up and function of all audio/visual equipment must be done by, or under the direction of, CVB staff or approved professional AV provider. A maximum sound level of 90 dBa average, 96 dBa peak, will be enforced. If the Licensee or their vendor repeatedly violates the maximum sound level, and refuses to turn the volume down, then the event will be shut down, and the vendor removed from the Approved list.
- (f) **General Room Use.** No paint, crayons, or colored markers (with the exception of use by adults on flip charts) may be used in the Conference Center. Nothing may be adhered to any wall with tacks, tape, staples, nails or similar devices. Only post-it self-stick sheets may be adhered to the walls. Temperature adjustments must be made by CVB staff.
- (g) **Cleaning Policy.** The Licensee is responsible for cleaning or removing all trash, decorations, and any item brought into the conference spaces. No rice, birdseed, glitter, confetti or other material that cannot be vacuumed may be used in the rooms. Any extraordinary cleaning will be billed at a minimum of \$50. Licensees are responsible for the actions of their vendors and guests.

Use Restrictions continued:

- (h) **Approved Vendors.** All Vendors, including disc jockeys, musicians, rental agencies, and other vendors, must be on the Approved list to work at the Conference Center. Vendors may apply at the CVB Administration Office.
- (i) **Lost Items.** All items left/lost after an event will be held by the Facility Director for a period of 72 hours, after which it will be disposed of as he/she sees fit. Should the item require security or storage, the fees for such services shall be a prerequisite for the return of the item. The Lessor shall not be liable for these items.
- (j) **Damage to Property or Vehicles.** The Lessor is not responsible and shall not be held liable for loss or damage to vehicles or property brought to or left at the Facility.
- (k) **Maximum Capacity.** The Lessee shall not admit or cause to be present any number of persons beyond the maximum capacity of the leased premises as determined by the Facility Director, or the amount of people listed on the confirmation sheet. In either case, the CVB Executive Director may shut the event down immediately with no refund of any fees.
- (l) **Parking.** Charging for parking shall not be permitted by the Licensee unless valet service is being provided. Access to the parking lot is included in Facility rental.
- (m) **Hazardous Materials.** Lessee shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Property, or permit to be placed, used, stored, spilled or discharged any hazardous, toxic or dangerous substances on the Property. It is contemplated that automobile-type shows, RV-type shows, boat shows, and gun shows may be vendors, and that materials and substances related to those types of events are permitted.
- (n) **Chinese Lanterns,** or any device using open flames, are prohibited on the property.

13. **Telecommunications.** CVB reserves the exclusive right to provide all telecommunications services in the Facility.

14. **Concessions.** The CVB reserves the right to sell, at its discretion, foods, non-alcoholic beverages, alcoholic beverages, merchandise of all types and operate checkrooms, either directly or through contractors. Any renter desiring to sell concessions or merchandise is subject to prior CVB approval and a fee of 15% of gross sales shall be imposed.

15. **Catering.** Only caterers on the Approved Caterers List (maintained by the CVB) are permitted to have access to the kitchen. Kitchen access will be arranged at the time of booking by CVB staff. All functions of 50 people or more requiring food and beverage service must use a caterer from the Approved Caterers List. The Caterer shall execute a Catering Agreement with the CVB. If the Licensee desires to use a Caterer not on the Approved Caterers List, the Caterer may apply to be added to the List.

16. **Non-Catered Functions.** Access to the Facility Kitchen is not permitted for non-catered functions, because it is a professional kitchen. Coffee and/or hot tea service may be arranged with CVB staff. (A \$2 per person fee will apply for coffee and/or hot tea service.) Ice and water pitchers will be supplied with room rental. A microwave can be provided upon request by the staff. A refundable \$200 cleaning deposit will be required of all functions where food and/or beverages are brought into the center. With the exception of birthday cake candles, no open flames will be allowed. No alcohol may be served at non-catered functions.

- (a) **50 people or fewer.** Organizers of functions of 50 people or fewer are allowed to supply cold, boxed or pre-heated foods, but may not bring in any warming devices (no hot plates, portable grills, propane burners, coffee makers, crock-pots, etc.).
- (b) **Greater than 50 people.** Functions with more than 50 guests may not serve food unless catered.

17. **Insurance.** In the event Licensee intends to open the event to the public, in contrast to a private event, or if otherwise in the determination of the CVB Executive Director, liability insurance is required, Licensee hereby agrees to obtain at its own ex Authorized Areas pursuant to this Agreement, including move-in and move-out periods, the following insurance coverages. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this paragraph. The CVB Executive Director reserves the right to require higher limits of liability if the Event imposes a higher risk. Such requirement shall be provided to the Licensee prior to execution of the License Agreement.

- (a) **Comprehensive General Liability.** Said coverage shall have limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for personal injury, contractual liability, operation of mobile equipment, products/completed operations and liquor law liability.
- (b) **Workers' Compensation.** Coverage shall comply with all State and federal requirements and will be in the statutory required limits. All employees of the Licensee must be covered by Workers' Compensation.
- (c) **Employers Liability.** Coverage shall be placed with limits not less than \$500,000 per incident.
- (d) **Automobile Liability.** Coverage shall be acquired for all owned, non-owned, hired and leased vehicles of Licensee, including the loading and unloading thereof. Limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage shall be maintained.

Certificate of Coverage. Licensee shall name as additional insureds, CVB, Bartow County, Georgia and the City of Cartersville, Georgia and their officers, directors, agents and employees. Licensee shall furnish to CVB at least thirty (30) days prior to commencement of occupancy of the Facility certificate(s) of insurance as evidence that the required coverage is in effect. Should Licensee fail to provide such certificate(s) as required by this Agreement, CVB may, but shall not be obligated to, obtain said policies of insurance at Licensee's expense, or CVB may cancel the Event(s) without penalty to CVB. All insurance as required by this Agreement must carry a mandatory thirty (30) day notice of cancellation.

Self Insurance. Self-insured entities shall provide a certificate of insurance and the sufficiency of such self-insurance is subject to approval by the CVB Executive Director.

18. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend CVB, Bartow County, Georgia, the City of Cartersville, Georgia, and their officers, directors, agents, servants and employees ("Indemnitees") from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law, ordinance or regulation of or by Licensee. Such indemnification by Licensee shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of CVB.

19. **Waiver of Subrogation.** Licensee hereby waives any and every claim which arises or may arise in its favor and against CVB, Bartow County and/or the City of Cartersville during the term of this Agreement or any extension or renewal thereof, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Licensee. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person). Licensee is advised to provide each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

20. **Waiver of Claims.** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held

Waiver of Claims continued:

for display or sale and all other property owned or used by Licensee, or any of its Exhibitors, or Invitees, in accordance with the CVB's General Rules and Regulations. LICENSEE HEREBY WAIVES ANY pense and to keep in full force and effect during the use or occupancy of the

AND ALL CLAIMS AGAINST CVB AND THE PERSONS AND INDEMNITEES DESCRIBED IN PARAGRAPH 15 FOR DAMAGE TO OR LOSS OF THE PROPERTY ENUMERATED ABOVE, UNLESS SUCH DAMAGE OR LOSS RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CVB.

21. Repair and Return of Facility. Licensee shall have the right, upon request to CVB, to conduct an inspection with CVB of the Authorized Areas to be used by Licensee, as set forth herein, and any existing damages or problems found in the inspection shall be noted in writing. All damages or problems noted during inspection will be the sole responsibility of the CVB.

If the Facility or any portion thereof is damaged by any act, omission, default or negligence of Licensee or Licensee's agents, subcontractors, employees, patrons, invitees, guests or any person admitted to Facility by Licensee, then Licensee will pay to CVB, upon demand, in cash, a sum equal to the cost of repairing and restoring Facility to its condition as of the commencement of this Agreement; or Licensee will, at the option and approval of CVB, make or cause to be made such restoration and repairs at its own expense.

22. Taxes and Fees. Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by Licensee to any governmental authority. Licensee hereby agrees to indemnify and hold CVB harmless for the payment of all taxes and fees paid or required to be paid by Licensee or its exhibitors under this Agreement. Licensee further acknowledges that CVB shall have no duty or responsibility whatsoever to Licensee or its exhibitors relating to registering exhibitors, enforcing compliance with tax laws, or notifying Licensee or its exhibitors of any changes in laws, regulations or ordinances concerning the payment of taxes and fees.

23. Force Majeure. CVB may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the CVB: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, wars, shortage of or inability to obtain materials, supplies or utilities, or any law, ordinance, rule or regulation. In any such event CVB shall not be liable to Licensee for delay or failure to perform its obligations, except there shall be a pro-rated reduction in the consideration which would otherwise be due and payable under this Agreement.

24. CVB's Right of Entry. In permitting Licensee the use of the Authorized Areas, CVB does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of CVB shall at all reasonable times have the right to enter into Authorized Areas without providing notice to Licensee. All space relative to the Facility shall at all times be subject to CVB's right to control.

25. Non-Exclusive Use. CVB shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. The CVB's Executive Director shall have full and final authority as to the use of such space. Licensee understands that the Facility will make available, for use by others, such portions and areas that are not subject to this Agreement. Licensee agrees to cooperate in good faith with CVB and personnel of the Facility and with those persons using other portions and areas of the Facility, especially during periods of ingress and egress, in order to make mutual use of the Facility harmonious and agreeable.

26. Advertising Displays. Licensee shall not display any advertising matter of any description inside, on front of, or on any part of the Facility except upon regular signage provided for such purpose. Any advertising matter must be approved by the CVB's Executive Director. Unauthorized advertising matter will be removed by CVB, and any costs associated with such removal will be charged to Licensee. Licensee agrees that all advertising of the Event will be honest and true and will include accurate information on show times and ticket prices. Licensee agrees that all printed materials and electronic mediums including, but not limited to, advertising, literature, hand-outs, etc. promoting the Event and/or the Facility shall utilize the Facility logo and colors approved by CVB. CVB shall furnish Licensee such Facility logo in camera ready format. Additionally, Facility shall always be referenced as the "Clarence Brown Convention Center" in all print and electronic mediums.

27. Abandonment or Vacation of Facility. If any part of the Facility covered by the Agreement becomes vacant or is not used by Licensee, CVB may offer such space to others. In that event, all income from the re-licensed space shall belong to CVB.

28. Emergency Powers to Vacate Premises. CVB may extinguish all lights in the leased premises, cease operation of the air conditioning system, terminate service of any other utilities within the Facility, order evacuation of all or any portion of the Authorized Areas, or cause to be removed there from any person, any materials, equipment or other items if, in CVB's judgment, circumstances of a dangerous or unusual nature have occurred, or CVB reasonably believes, in its own judgment, are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property. Licensee waives any right and/or claim for damages against CVB, the County, their agents or servants, in such eventuality.

29. Suit to Enforce. If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement, including all costs and reasonable attorney's fees (including appeal). The parties hereto agree that venue for any litigation arising out of or in connection with this Agreement shall be in Bartow County, Georgia.

30. Assignment. Licensee may not assign this Agreement or any other interest therein or permit the use of Authorized Areas or any part thereof, without the prior written consent of the CVB. Any attempted assignment without the prior written consent of CVB shall be null and void.

31. Notices. All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, or by statutory overnight delivery. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally or refused. Notice shall be delivered to the Licensee at the address stated on the License Agreement, unless changed in writing. Notice shall be delivered to the CVB at _____, Cartersville, Georgia 30120. Unless and until a written notice of change of address is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

32. Amendment. CVB reserves the right to amend these Rules and Regulations in writing from time to time and will provide Licensee with written notice of such amended Rules and Regulations. Licensee agrees to be bound by all amended Rules and Regulations so long as they do not unreasonably interfere with the Licensee's use of the Authorized Areas herein.

33. Agreement: The Facility License Agreement together with these Rules and Regulations contain the complete and exclusive agreement between the parties and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by any party. Each party

Agreement continued:

has relied upon its own examination of the full Agreement and the provisions thereof, the counsel of its own advisors, and the warranties, representation and the covenants expressly contained herein. No modification or amendment of this Agreement shall be in force unless in writing executed by all parties hereto. The parties hereto understand that the CVB is bound by a Management Agreement with Bartow County and that any provision of this Agreement that violates that Management Agreement may be void.

34. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

35. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

36. **Severability.** In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

37. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

ACKNOWLEDGED:

Licensee

Date

WITNESSED:

Authorized CVB Representative

Date



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Public Safety Headquarters - Change Order #3

SubCategory:	Change Order														
Department Name:	Administration														
Department Summary Recommendation:	As the construction of the new Public Safety Headquarters continues, some items have had to be changed in order to comply with city code or items were added to the building to make it a more secure facility. The following items are requested to be added to the building: <table><tr><td>Bullet Resistant Glass & Wall Changes</td><td>\$54,599.20</td></tr><tr><td>New Kitchen Exhaust & Fire Suppression to Meet Code at PSHB</td><td>\$16,137.15</td></tr><tr><td>Plumbing Roof Drain Changes per RFI #53</td><td>\$17,739.50</td></tr><tr><td>Total</td><td>\$88,475.85</td></tr></table> As the contractor has worked on the building exterior, the following changes have needed to be changed in order to comply with stormwater drainage requirements: <table><tr><td>New Concrete Flume System above Modular Block Retaining Wall</td><td>\$18,474.40</td></tr><tr><td>Revisions to Storm Drainage Outfall per Revised Civil Drawings</td><td>\$6,940.72</td></tr><tr><td>Total</td><td>\$25,415.12</td></tr></table> All of the above items are required to meet code, except for the bullet resistant glass and wall changes which are being requested to make the front lobby for both Police and Fire more secure. Funding is available in the 2007 SPLOST for this work. Note that the contractor is still working with a vendor on evidence storage shelving and police and fire gear lockers, and I anticipate a savings of approximately \$40,000 over the original quote for these items which was included in the guaranteed maximum price. The savings from this price reduction can be applied to the bullet resistant glass and wall changes. When the contractor began work on the acceleration and deceleration lanes on Cassville Road, they were informed that the road base needed to be undercut and additional rock brought in to bring the road up to code. This same issue arose when the contractor worked on Harris Street. The additional cost to undercut both Cassville Road and Harris Street to bring both up to current road construction requirements, as well as adding a guardrail on the west side of Cassville Road per Georgia DOT comes to over \$184,193. This road work is being funded from 2003 SPLOST funds.	Bullet Resistant Glass & Wall Changes	\$54,599.20	New Kitchen Exhaust & Fire Suppression to Meet Code at PSHB	\$16,137.15	Plumbing Roof Drain Changes per RFI #53	\$17,739.50	Total	\$88,475.85	New Concrete Flume System above Modular Block Retaining Wall	\$18,474.40	Revisions to Storm Drainage Outfall per Revised Civil Drawings	\$6,940.72	Total	\$25,415.12
Bullet Resistant Glass & Wall Changes	\$54,599.20														
New Kitchen Exhaust & Fire Suppression to Meet Code at PSHB	\$16,137.15														
Plumbing Roof Drain Changes per RFI #53	\$17,739.50														
Total	\$88,475.85														
New Concrete Flume System above Modular Block Retaining Wall	\$18,474.40														
Revisions to Storm Drainage Outfall per Revised Civil Drawings	\$6,940.72														
Total	\$25,415.12														

	I recommend approval of this change order.
City Manager's Remarks:	I concur with the above.
Financial/Budget Certification:	This change order will be paid from 2003 and 2007 SPLOST funds.
Legal:	
Associated Information:	All E-verify and SAVE documents are on file.



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Water Meter Tap at Fire Station #4

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	At the new fire station on M.L.K. Blvd., the Water Department plans showed that the sub-contractor would tap into an existing 6" service line to serve the fire station. Once earthwork had been started at the job site, it was determined that the service line was only a 4" line which was not sufficient to serve this building, therefore, a new service tap had to be installed. C.H. Kirkpatrick provided the work to tap into the 8" line located on M.L.K. Blvd at a cost of \$13,458.80. This work was unexpected but necessary for adequate water service to the new fire station. I recommend approval of this invoice for payment.
City Manager's Remarks:	This is needed water work to be done in conjunction with new Fire Station #4 on MLK. Your approval of the bid award to CH Kirkpatrick is recommended.
Financial/Budget Certification:	Funded through 2007 SPLOST.
Legal:	
Associated Information:	E-verify and SAVE received.



91 Cass Pinehog Road, N.E.
Cartersville, GA 30121
Phone 678-721-7780 • Fax 678-721-7795

SPL 05T
2007

March 26, 2012

City of Cartersville Water
Attn: Ed Mullinax

JOB: MLK, JR. DR. OPEN CUT
INVOICE #13638

QUAN.	U/M	ITEM	RATE	AMOUNT
6.5	CY	CONCRETE (4000 PSI)	\$ 185.00	\$ 1,202.50
35	TN	#57 STONE	\$ 28.50	\$ 997.50
1	EA	DIG UP & PLUG EXISTING 4" VALVE	\$ 550.00	\$ 550.00
1	LS	SAW CUTTING STREET	\$ 600.00	\$ 600.00
1	LS	TRAFFIC CONTROL	\$ 1,500.00	\$ 1,500.00
1	LS	ROAD PLATE RENTAL	\$ 350.00	\$ 350.00
1	EA	8" X 8" TAP	\$ 4,500.00	\$ 4,500.00
44	LF	8" D.I.P.	\$ 42.70	\$ 1,878.80
3	EA	LOADS HAUL OFF	\$ 250.00	\$ 750.00
3	EA	FIELD LOCK GASKETS	\$ 110.00	\$ 330.00
2	EA	FLAGMEN	\$ 400.00	\$ 800.00
TOTAL				\$ 13,458.80



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Odorant for Natural Gas

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	Approximately every two years, we have to fill the odorant tanks at our take stations in Floyd county. We are required by federal regulations to odorize our gas. The cost of filling the tanks is \$14,605.00.
City Manager's Remarks:	Your approval of the odorant purchase for the Gas Dept. is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	E-Verify and Save for GPM Equipment are attached.

Memorandum

To: Gary Riggs

From: Greg Thacker

Date: 4-4-12

Re: Odorant Purchase

It is time to fill the odorant tanks at stations one and two in Floyd County. Federal regulations require that we keep our system odorized for safety. GPM Equipment Sales, Inc. is the sole provider in this area. E-verify and e-save forms are on file for GPM Equipment Sales, Inc. The cost to fill the tanks is \$14,605.00.

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.

511474
EEV/Basic Pilot Program* User Identification Number

Debbie Smith
BY: Authorized Officer or Agent
(Contractor Name)

3/28/12
Date

Sec/Treas
Title of Authorized Officer or Agent of Contractor

Debbie Grubb
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

28 DAY OF MARCH, 20 12

Thomas A. Pl
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES SEPTEMBER 9, 2015

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



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

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

Debbie Grubb

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

GM EQUIPMENT SALES, INC

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Debbie Grubb 3/28/12
Signature of Applicant: Date

Debbie Grubb
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF MARCH, 2012

Thomas A. Perry
Notary Public

My Commission Expires:

* _____
Alien Registration number for non-citizens

MY COMMISSION EXPIRES SEPTEMBER 9, 2015

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



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Fittings and Stopping Operations - Gas Department

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	In order to relocate our line, we will need the two stopper fittings and the labor associated with the stopping operation. I recommend approval of \$12,924.00 from S. J. Patterson Co.
City Manager's Remarks:	These fittings and labor are needed for relocation of a line on Euharlee Rd. pursuant to a County road improvement project located in the City (Euharlee Rd.) Your approval of the bid to do this work from J. Patterson C. is recommended.
Financial/Budget Certification:	This item to be funded with SPLOST funds.
Legal:	N/A
Associated Information:	E-Verify and SAVE are attached

Memorandum

To: Gary Riggs, System Director

cc: Michael Hill, Assistant System Director

From: Brian Friery, Gas System Engineer

Date: April 12, 2012

RE: Natural Gas Main Relocation
Bartow County Conflict at Euharlee Road at S.R. 113
Cartersville Project #CP-12-002

As you know, a Bartow County road construction improvement project on Euharlee Road is currently under construction. Since the inception of this project, our existing natural gas facilities have not been within the construction limits of the improvements. As you further know, we have been recently notified that a change in the road improvement's drainage design has changed the construction limits causing a conflict with our existing 8" HP natural gas main on S.R. 113. According to the County's representatives, no adjustment can be made to the drainage design to avoid a conflict with our natural gas facility thus requiring its relocation.

We anticipate relocating our 8" HP natural gas main to avoid the proposed drainage conflict with our own personnel, however, such work will require two 8" stopper fittings and a subcontractor to perform the tap and stop operations necessary to relocate our facility. Attached is a proposal in the amount of \$7,324.00 for the stopper fittings and \$5,600.00 for the tap and stop operations totaling \$12,924.00. Since the fittings and the tap and stop operations are provided in the southeast by a sole source, proposals were only sought and provided by S. J. Patterson Company of Talladega, Alabama. Also attached are the required E-Verify and E-Save affidavits.

As you further know, this relocation was not anticipated, therefore, is not a budgeted project. According to Dan Porta, however, there are funds associated with the 2007 SPLOST that are available and will be used to cover the cost of this relocation. I, therefore, recommend awarding the proposal for the stopper fittings and the proposal to provide the tap and stop operations in the total amount of \$12,924.00 to S. J. Patterson Company of Talladega, Alabama.

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.

310765
EEV/Basic Pilot Program* User Identification Number

Stephen J. Patterson
BY: Authorized Officer or Agent
(Contractor Name)

04-11-2012
Date

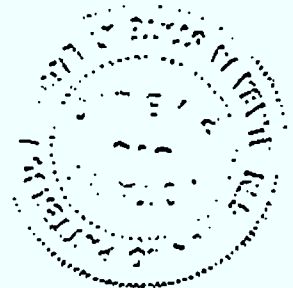
President
Title of Authorized Officer or Agent of Contractor
Stephen Judson Patterson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
14 DAY OF APRIL, 2012

Belecca Jo Patterson
Notary Public
My Commission Expires:

My Commission Expires 3-15-2014

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



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

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

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

SJ Patterson Company, LLC
[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 14-10-20 of the Official Code of Georgia.

Stephen J. Patterson
Signature of Applicant:

April 12, 2012
Date

Stephen J. Patterson
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY OF April, 2012

Rebecca J. Patterson
Notary Public

My Commission Expires:

My Commission Expires 3-15-2014

*
Alien Registration number for non-citizens

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



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
GPS Survey Instrument - Water Department

SubCategory:	Bid Award/Purchases
Department Name:	GPS Survey Instrument
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: April 12, 2012 SUBJECT: GPS Survey Instrument The Water Department has need on an almost daily basis for a GPS Survey Instrument to be used in mapping of the water and sewer system. This type device has also proven to be an efficient means for locating existing valves, manholes and pipes. Price quotes were received from four different vendors for this equipment: • Optical Engineering \$13,199.99 • Earl Dudley, Inc. \$13,246.75 • T-Ricks Survey Supplies, Inc. \$13,568.75 • Laser Products, LLC \$13,500.00 The Water Department recommends approval for purchase of this equipment for an amount of \$13,199.99 from Optical Engineering of Marietta, Georgia. This equipment will be paid for from the budget line item Maintenance of Sewers. The Vendor has submitted proper E-verify and SAVE documentation.
City Manager's Remarks:	Purchase of this equipment from Optical Engineering is recommended for your approval.
Financial/Budget Certification:	This is an unbudgeted item and will be paid for from instruments and implements capital account 505-3320-54-2320.
Legal:	
Associated Information:	Everify and SAVE are attached.

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.

PDAC1944
EEV/Basic Pilot Program* User Identification Number

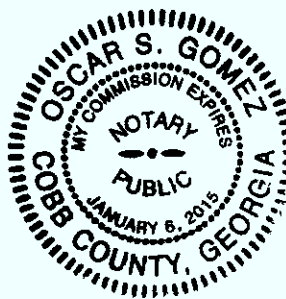
Pete Dachuck
BY: Authorized Officer or Agent
(Contractor Name)

3/29/12
Date

President
Title of Authorized Officer or Agent of Contractor

Pete Dachuck
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF March, 2012
[Signature]
Notary Public
My Commission Expires:
01-06-2015



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

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

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

Pete Dachuck

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

Optical Engineering

[Name of business, corporation, partnership]

1) X I am a United States citizen

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

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

Pete Dachuck 3/29/12
Signature of Applicant: Date

Pete Dachuck
Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

02 DAY OF April, 2012

[Signature]
Notary Public

My Commission Expires: 01-06-2015

*

Alien Registration number for non-citizens



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Mini-Excavator - Water Department

SubCategory:	Bid Award/Purchases						
Department Name:	Water Department						
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 4-11-12 Subject: Purchase Mini-Excavator Council Approval Date: Bids were taken for a mini-excavator for the Water Dept. The bids were as follows: <table><tr><td>• Flint Equipment Company</td><td>\$59,764.24</td></tr><tr><td>• Bobcat</td><td>\$55,767.00</td></tr><tr><td>• Yancey Caterpillar</td><td>\$58,198.00</td></tr></table> Caterpillar offered a guaranteed buy back for the equipment and a credit of \$1,700.00 in repair parts as long as we own the backhoe. We got recommendations from three contractors who have done work for Cartersville in the last year, they all recommend buying the Caterpillar unit. Based on this information, I recommend purchasing the mini-excavator from Yancey Caterpillar for \$58,198.00. Everify and SAVE documentation are in hand and this will be paid from budget.	• Flint Equipment Company	\$59,764.24	• Bobcat	\$55,767.00	• Yancey Caterpillar	\$58,198.00
• Flint Equipment Company	\$59,764.24						
• Bobcat	\$55,767.00						
• Yancey Caterpillar	\$58,198.00						
City Manager's Remarks:	Staff's recommendation on the purchase of the mini-excavator from Caterpillar is recommended.						
Financial/Budget Certification:	This is a budgeted item and will be paid from capital line item machinery 505-3320-54-2100.						
Legal:							
Associated Information:	Everify and SAVE are attached.						



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Aubrey Pool and Bruce Street Sewer Tie-ins

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: April 13, 2012 SUBJECT: Aubrey Pool and Bruce Street Sewer Tie-ins This project consists of providing the labor and equipment for construction of a number of minor sewer system improvements. The City will be providing materials. The existing drain line for the Aubrey Street Pool currently discharges to the storm drain system. A portion of this work includes constructing a tie-in to the pool drain line to the sanitary sewer in order to comply with the Storm Water Ordinance. Improvements to the sanitary sewer on Bruce Street will allow for elimination of a railroad crossing which is difficult to maintain. Bids received from three contractors to construct these sewer improvements are listed below: • Hill City Onsite, Inc. \$8,500.00 • C&L Contractors, Inc. \$16,680.00 • T.J. Lyle & Co., Inc. \$33,370.00 The Water Department recommends award of the contract to Hill City Onsite, Inc of Jasper, Georgia in the amount of \$8,500.00. Portions of this contract associated with the Aubrey Street Pool will be paid for by the Recreation Department. The remainder of this work will be paid from the Water Department's budget item for Maintenance and Repair of Sewers. E-Verify and SAVE Documentation was submitted with the bid and is on hand. Council Approved Date: _____
City Manager's Remarks:	Your approval of the bid award to Hill City Onsite for the work referenced above is recommended.

Cover Memo

Item # 10

Financial/Budget Certification:	Portions of this contract associated with the Aubrey Street Pool will be paid for by the Recreation Department. The remainder of this work will be paid from the Water Department's budget item for Maintenance and Repair of Sewers.
Legal:	
Associated Information:	Everify and SAVE are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

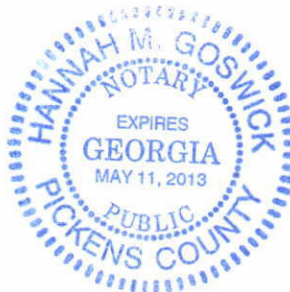
530347
EEV/Basic Pilot Program* User Identification Number

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

4/13/12
Date

Owner
Title of Authorized Officer or Agent of Contractor
Phillip L. Mullins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13th DAY OF April, 2012
Hannah M. Goswick
Notary Public
My Commission Expires:
May 11, 2013



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

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

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

Phillip L. Mullins

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

Hill City Onsite, Inc

[Name of business, corporation, partnership]

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

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

[Signature] 4/13/12
Signature of Applicant: Date

Phillip L Mullins
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13th DAY OF April, 2012

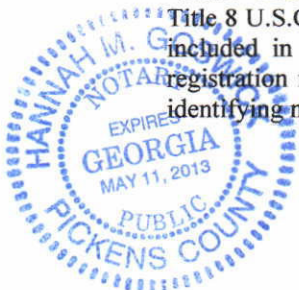
Hannah M. Gawick

Notary Public

My Commission Expires: May 11, 2013

*
Alien Registration number for non-citizens

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





City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Skid Steer - Water Department

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Subject: Purchase of Skid Steer Date: 4-13-2012 Council Approval: Bids were received for a skid steer for Distribution and Collection. The old unit will go to the wastewater plant for use on the property when bio-solids are being spread. The bids were as follows: • Rhinehart Equipment \$49,431.00 • Flint Equipment Co. \$55,792.87 • Yancey Caterpillar \$58,500.00 Everify and SAVE documentation has been obtained. This will be paid for from the budget. I recommend purchase of this skid steer from Rhinehart Equipment Company in the amount of \$49,431.00.
City Manager's Remarks:	Purchase of the skid steer from Rhineheart Equipment as outlined above is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be paid for from capital account machinery 505-3320-54-2100.
Legal:	
Associated Information:	Everify and SAVE are attached.

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

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

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

R HIREHART Eq 6
[Name of business, corporation, partnership]

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

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

Jaye Eastwood 4-13-12
Signature of Applicant: Date

JAYE ENS TERWORD 4-13-12
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF April, 2012

[Signature]
Notary Public

My Commission Expires: May 6, 2014

*
Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

429979
EEV/Basic Pilot Program* User Identification Number

Jaye Eastwood
BY: Authorized Officer or Agent
(Contractor Name)

4-13-12
Date

UP
Title of Authorized Officer or Agent of Contractor

Jaye EASTWOOD
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF April, 2012

[Signature]
Notary Public

My Commission Expires:

5-6-2017

* 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).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [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 subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

429979
EEV/Basic Pilot Program* User Identification Number

Faye Eastwood
BY: Authorized Officer or Agent
(Subcontractor Name)

4-13-12
Date

UP
Title of Authorized Officer or Agent of Subcontractor

FAYE EASTWOOD
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF April, 2012

[Signature]
Notary Public

My Commission Expires:

May 6, 2014

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



City of Cartersville

**City Council Meeting
4/19/2012 9:00:00 AM
Master Lease Resolution with GMA**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	This resolution allows the city to enter into a lease purchase arrangement with GMA. When city staff presented the recycling program to the City Council, the funding mechanism was to purchase the recycling carts under the GMA lease pool program. After discussing this with GMA, this type of purchase does not fall under the lease pool program. In order to fund the recycling carts, the city must enter into a lease purchase agreement with GMA, which is different than the lease pool program. The city has obtained a 1.59% interest rate over three years from BB&T for financing. I recommend approval of this Master Lease Resolution.
City Manager's Remarks:	This is a "cash flow" mechanism which will help to pay for some of the upfront costs (recycling carts) for our recycling program. Your approval of the Master Lease Resolution is recommended.
Financial/Budget Certification:	This is funded through Solid Waste refuse collection fees.
Legal:	Keith has reviewed the resolution and lease documents.
Associated Information:	E-verify and SAVE are on file.

RESOLUTION

To authorize and direct the execution and delivery of certain lease documents; to provide a statement by legislative findings and intent; to designate such leases as qualified tax-exempt obligations; to provide an effective date; and for other purposes.

BE IT ORDAINED OR RESOLVED, as the case may be:

Section 1. The City finds that the leasing of certain property pursuant to a Master Lease (the "Master Lease") with the Georgia Municipal Association, Inc. is essential to operation of the governmental functions of the City. The execution and delivery of such documents as may be necessary to effectuate these purposes is authorized.

Section 2. The Mayor of the City is hereby authorized and directed in the name and on behalf of the City to execute and deliver the Master Lease in substantially the form presented to this meeting, with such changes and additions as shall be approved by the officer who executes the same, and such other documents as shall be deemed by such officer to be necessary or desirable to effect the purposes hereof; and such execution shall constitute conclusive evidence that the executed document has been authorized and approved. The aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof

Section 3. The leases contemplated by the Master Lease are hereby designated "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. This action shall be effective immediately.

This 19th day of April 2012.

Officer: _____
Title: _____

Attest: _____
Title: _____

CLERK'S CERTIFICATE

The undersigned hereby certifies that I am the Clerk of Cartersville, Georgia (the "City"); that the attached hereto is a true copy of the ☐ Ordinance or ☐ Resolution (check one) duly and finally enacted or adopted by the governing body of the City at a meeting duly held on _____, 2012 at which a quorum was present and acting throughout, and that it has not been rescinded or modified and is now of full force and effect.

GIVEN under the seal of the City, this _____ day of _____, 2012.

(SEAL)

City Clerk

MASTER LEASE

by and between

GEORGIA MUNICIPAL ASSOCIATION, INC.

as Lessor

and

THE CITY OF CARTERSVILLE, GEORGIA

as Lessee

Date: _____

MASTER LEASE

THIS MASTER LEASE, is made by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation, and its successors and assigns ("Lessor"), and the municipal corporation of the State of Georgia signing below ("Lessee").

RECITALS:

A. Lessee desires to lease certain real or personal property from Lessor pursuant to the provisions hereof and pursuant to the authority of O.C.G.A. Section 36-60-13.

B. The real or personal property to be leased and the terms of the particular leases are to be set forth in Lease Supplements to this Master Lease from time to time.

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I DEFINITIONS

1.1 Definitions. The following terms shall have the meanings set forth below for all purposes of this Master Lease:

"Additional Rentals" shall have the meaning ascribed to that term in Section 4.8 hereof.

"Appropriation Certificate" means an Appropriation Certificate attached as Schedule C to the form of Lease Supplement, completed and delivered to Lessee.

"Bank-Qualified Lease" means a Lease designated as a "qualified tax-exempt" obligation under Section 265(b)(3) of the Code. Each Lease hereunder shall be a Bank-Qualified Lease unless it is designated as a Non-Bank-Qualified Lease on a Lease Supplement.

"Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

"Event of Default" means one of the events described in Section 9.1 hereof.

"Event of Nonappropriation" means a nonrenewal of a Lease by the Lessee, determined by (i) Lessee's failure to appropriate in Lessee's annual budget for any of Lessee's fiscal years, within 30 days after the commencement of the fiscal year, with respect to each of the Leases, moneys sufficient to pay the Rentals and the Termination Payment for such fiscal year as provided herein, or (ii) receipt by Lessor of a Nonrenewal Notice. The Lessor at its option, with the consent of the Lessee (and a subsequent appropriation as described in (i) above shall be such a consent) can waive the effects of an Event of Nonappropriation.

"GMA" means Georgia Municipal Association, Inc., regardless of any assignment by it of its rights hereunder.

"Interest Portion" means that portion of Rentals attributed to interest on a Rental Schedule.

"Lease" means the leasing of any Property pursuant to a particular Lease Supplement.

"Lease Amount" means the costs associated with the Property described in the Property Schedule to the pertinent Lease Supplement.

"Lease Supplement" means a Lease Supplement hereto, in the form attached as Exhibit "E" hereto, entered into by Lessor and Lessee with respect to particular Property leased hereunder.

"Master Lease" means this Master Lease, and any amendments and Lease Supplements hereto.

"Non-Bank-Qualified Lease" means a Lease which is designated as a Non-Bank-Qualified Lease on the pertinent Lease Supplement.

"Nonrenewal Notice" means a notice delivered to Lessor pursuant to Section 3.1 hereof evidencing Lessee's intention not to renew a Lease for the subsequent Renewal Term or Ending Term.

"Permitted Encumbrances" shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent; (ii) utility, access, and other easements and rights-of-way, restrictions, and exceptions that will not interfere with the enjoyment of the Property, in the opinion of the Servicer; or (iii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Property as may be consented to by the Servicer.

"Property" means the land, building, structures, machinery, equipment, vehicles or other personal property leased by any Lease Supplement, together with all additions, accessories, accessions, modifications, attachments, repairs, replacements and replacement parts thereto and therefor.

"Property Schedule" means the Property Schedule attached as Schedule A to a Lease Supplement.

"Purchase Price" means the price to be paid for Lessee's purchase of the Property set forth in the Rental Schedule.

"Rental Schedule" means the Rental Schedule attached as Schedule B to a Lease Supplement, as same may be modified or amended.

"Rentals" means the amounts payable by Lessee for any Lease, described in the Rental Schedule.

"Servicer" means, individually, the entity from time to time named by Lessor as Servicer for a Lease under this Master Lease, and, collectively, all of the Servicers, as the context may require. In the event that at any time there shall be no Servicer for a Lease, Lessor shall be deemed to be Servicer.

"Site" means any portion of Property consisting of Land.

"Termination Payment" means, for each Lease, the aggregate of the Rentals due for the next succeeding Renewal Term or Ending Term, as the case may be, or the amounts shown as the Termination Payment on the Rental Schedule if the Property is real property.

The terms "Starting Date," "Ending Date," "Starting Term," "Renewal Term," "Ending Term," and "Lease Term" for any Lease are defined in the pertinent Lease Supplement.

ARTICLE II LEASING: PURCHASE OPTION

2.1 Lease Supplements.

(a) Lessor and Lessee may enter into Lease Supplements hereto with respect to the Lease of particular Property, subject to the approval of Servicer and to all of the other terms and conditions of this Master Lease, and for so long as no Event of Default or Event of Nonappropriation has occurred hereunder.

(b) GMA will send the proposed Servicer a Notice of Intent to Lease, in the form attached hereto as Exhibit "B", when GMA becomes aware that Lessee intends the execution and delivery of a Lease Supplement.

(c) Each Lease shall be entered into only for Property of the types shown on Exhibit "A" hereto and shall have a Lease Term not exceeding the maximum leasing period for such type of Property as shown on Exhibit "A" hereto, unless Servicer should approve a variance in writing for a particular Lease.

(d) Following submission of the fully completed and executed materials described in paragraph (b) above, and provided that the conditions set forth in paragraph (a) above are satisfied, Lessor, or Servicer on its behalf, will prepare a Lease Supplement and the proposed Rental Schedule and Property Schedule thereto, and forward same to Lessee, together with forms for the additional schedules to the Lease Supplement (or any current versions thereof). Lessee must then execute the Lease Supplement and provide it, together with fully completed and executed copies of the additional schedules to the Lease Supplement to Lessor.

(e) Following receipt of the completed and executed Lease Supplement and schedules as described in paragraph (d) above, Lessor will execute the Lease Supplement, whereupon same shall constitute an effective Lease of the Property described in the Property Schedule thereto, and governed by the terms of this Master Lease.

(f) In no event will Lease Supplements having Lease Amounts aggregating in excess of any pre-approved limit of the applicable Servicer be entered into without the consent of Servicer.

2.2 Title to the Property. (a) Title to the Property initially shall be in Lessor. Lessor shall hold title to the Property during the Lease Term, to the extent required by O.C.G.A. § 36-60-13, as modified by O.C.G.A. § 36-60-15. To the extent permitted by O.C.G.A. § 36-60-13, and as authorized by O.C.G.A. § 36-60-15, at the Starting Date of each Lease pursuant to the Lease Supplement the Lessee shall be transferred title to the Property pertaining to such Lease, and Lessee shall accept such title subject to an obligation to transfer title back to the Lessor or its assignee in the event the Lease is not fully consummated. In order to best reflect the status of legal title and subject to the foregoing, Department of Motor Vehicles Certificates of Title for vehicles constituting Property shall be applied for showing the Lessee as "owner" and Lessor or the person to whom GMA assigns the Lease as the "lienholder."

(b) Should the Property constitute real property, Lessee will cause to be conveyed good and marketable title thereto to Lessor. Lessor will convey Property constituting real property by Deed to Secure Debt, and will grant a security interest in Property constituting personal property, to Servicer, as security for the Lease. The Lease shall be subject and subordinate to any such Deed to Secure Debt or security interest.

(c) The Lessee shall take any and all actions reasonably required to maintain and evidence Lessor's interest in the Property at all times during the Lease Term.

(d) Lessee hereby grants to GMA and its assigns first and prior lien and security interest in any and all rights, title and interest of Lessee in and to the Property and in all additions, attachments, accessions, accessories, repairs, replacements, improvements and substitutions, now or hereafter acquired together with the proceeds thereof.

(e) Upon the exercise of a purchase option in accordance with Sections 2.4 or 3.4 hereof, any and all right, title and interest of Lessor in and to the Property shall be transferred to and vest in Lessee, and, on request, Lessor will provide a quitclaim bill of sale to such Property. Such transfer shall be without warranty, express or implied. Lessee will accept any such purchased Property "as is" and at its current location.

2.3 Personal Property. If the Property consists of personal property, the Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be in any manner physically attached to real estate. If requested by Lessor or Servicer, Lessee will furnish a satisfactory landlord's or mortgagee's waiver with respect to the Property.

2.4 Purchase Option. Upon thirty (30) days' prior written notice from Lessee to Lessor and Servicer (and, unless all Property subject to Lease Supplements serviced by that Servicer is to be purchased, provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default), Lessee will have the option to purchase any item of Property on the date specified by paying to Lessor the then applicable Purchase Price. If the item of Property is less than all of the Property covered by a Lease Supplement, the Purchase Price payable is that portion of the Purchase Price shown on the Rental Schedule corresponding to the ratio of the cost of the item of Property to be purchased to the Lease Amount. If less than all of the Property covered by a Lease Supplement is purchased, Servicer will prepare and send to Lessor and Lessee a revised Rental Schedule to reflect the removal of the purchased Property from the Lease.

ARTICLE III TERM OF LEASES

3.1 Renewal, Expiration or Termination of a Lease Term. The current Starting Term or Renewal Term of each Lease will renew automatically on January 1 of each year for a Renewal Term or Ending Term, until the Ending Date, unless Lessee provides Lessor and Servicer by October 1 of the year preceding such January 1 a Nonrenewal Notice. Notwithstanding the foregoing, the Lease Term of a Lease will expire or terminate, as appropriate, prior to its stated term as of the first to occur of the following: (a) December 31 of the last year for which such Lease has been renewed pursuant to the terms hereof, or (b) the date of termination of the Lease by Lessor, if there occurs an Event of Default. Notwithstanding anything in this Master Lease or any Lease to the contrary, each Lease shall terminate absolutely and without further obligation on the part of the Lessee at the close of the Starting Term or last Renewal Term for which such Lease has been renewed. The parties intend that each Lease operate in conformity with and not in contravention of O.C.G.A. § 36-60-13, and in the event that any Lease would conflict therewith, the Lease and this Master Lease shall be interpreted and implemented in a manner consistent with such statute.

3.2 Effect of Nonappropriation on other Leases. Should an Event of Nonappropriation occur with respect to any Lease, Lessor may by notice to Lessee deem such event to be the exercise of Lessee's purchase option pursuant to Section 2.4 hereof with respect to any or all other Leases that the pertinent Lessor holds. In connection with any such purchase, that Lessor, upon payment of amounts owing to it hereunder, will cooperate with Lessee at the request and expense of Lessee, in transferring that Lessor's interest in such Lease and the Property to a new lessor in lieu of transferring title on purchase to Lessee.

3.3 Delivery of Property Following Expiration or Termination. If an Event of Default or an Event of Nonappropriation with respect to a Lease occurs hereunder, Lessee will then (or, in the case of an Event of Nonappropriation only, on December 31 of the last year for which such Lease has been renewed pursuant to the terms hereof) surrender peaceably possession of the Property to the pertinent Lessor in good condition and repair, normal wear and tear excepted. Property constituting personal property shall be prepared by Lessee for shipment in accordance with Lessor's or its assignee's specifications and freight prepaid and insured to any location in the continental United States designated by that Lessor; provided further, however, until the Property is actually delivered to that Lessor, the risk of loss shall remain with Lessee or its assignee. Property that is real property shall be vacated by the Lessee on demand. That Lessor will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Property. On request, Lessee shall execute and deliver to that Lessor such deeds, bills of sale, assignments, releases or other instruments as necessary or desirable to vest or confirm in Lessor or its assignee all right, title and interest of Lessee in the Property.

3.4 Purchase Upon Ending Date. Should a Lease continue to be renewed throughout the Lease Term and should there exist no Event of Default, Lessee shall have the option to purchase the Property on the Ending Date for the sum of \$1, and shall be deemed to have exercised such option unless it shall have provided notice of the non-exercise of such option to Lessor at least 30 days prior to the Ending Date.

ARTICLE IV
PAYMENT OBLIGATIONS

4.1 Rentals Payable. The Lessee shall pay the Rentals in the amounts, at the times, and in the manner set forth in the Rental Schedule attached as Exhibit B to the Lease Supplement.

4.2 Termination Payment. The Lessee shall pay to the Lessor the Termination Payment upon expiration or termination of the Lease Term of a Lease pursuant to Section 3.1 hereof, except upon expiration on the Ending Date. Furthermore, if Lessee has not made an appropriation with respect to the Lease of moneys sufficient to pay the Rentals and Termination Payment payable in the fiscal year of Lessee in which the following January 1 falls, on or prior to the last business day of each calendar year, Lessee shall pay the Termination Payment to Lessor; provided, however, that if Lessee makes such appropriation by the following February 1, the obligation to make the Termination Payment pursuant to the second sentence of this Section 4.2 shall be null and void, and the Termination Payment, if received by Lessor, shall be returned to Lessee.

4.3 Covenants Regarding Appropriations.

(a) Lessee will cause its budget officer (i) to include in its annual budget proposal a request or requests for the amounts necessary to pay the Rentals and the Termination Payment for each Lease during the fiscal year of Lessee that is the subject of such budget, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys actually appropriated to pay such Rentals and the Termination Payment.

(b) The Lessee will provide to Lessor an Appropriation Certificate for each Lease, with respect to the current fiscal year, within 15 days of the adoption of each annual budget.

(c) Lessee shall notify Lessor in writing promptly, and prior to February 1 of each Renewal Term or Ending Term, of the amount of any deficiency in appropriations for the Leases and whether or not Lessee believes such deficiency will cause it to be unable to pay Rentals coming due hereunder during the current Renewal Term or Ending Term.

4.4 Limitations on Liability. The provisions of this Section 4.4 shall apply notwithstanding anything herein to the contrary.

(a) Nothing in this Master Lease shall be construed to require the governing body of Lessee to make any future appropriation of money to pay any Rentals, the Termination Payment, the Purchase Price or other amounts owing hereunder.

(b) All payments required to be made by Lessee hereunder constitute current expenses of Lessee, and Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of Lessee in any ensuing calendar year beyond the current calendar year in contravention of O.C.G.A. Section 36-60-13, as amended. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee or the State of Georgia, within the meaning of any constitutional or statutory debt limitation. This Master Lease does not directly or indirectly obligate Lessee to make any payments hereunder beyond those appropriated for Lessee's then current calendar year.

4.5 Payment; Late Payments. All payments required to be made by Lessee hereunder shall be paid in lawful money of the United States of America, by check drawn against funds of Lessee, at the office of Servicer or in such other manner or at such other place as may be agreed to by Servicer and Lessee. All payments required to be made by Lessee hereunder not paid within 10 days of the due date shall, unless waived by the Lessor, bear additional interest equal to five percent (5%) of the delinquent amount.

4.6 Tax Treatment of Rentals.

(a) Each Lease is entered into on the basis that the Interest Portion of the Rentals is not includable in the gross income of the pertinent Lessor for Federal income tax purposes and, unless it is a Non-Bank-Qualified Lease, that Lessor's assignee's may deduct at least 80% of its interest costs with respect to the Lease under Section 265(b)(3) of the Code.

(b) For the purposes of this Section 4.6, the following terms are defined as follows:

"Adjusted Rate" means that rate of interest that must be applied to a Lease Amount so as to preserve the same after-tax economic yield with respect to the corresponding Interest Portion of Rentals on a Lease as that Lessor (including specifically any assignee of the Interest Portion) would have had if the Interest Portion had been excludable from gross income for Federal income tax purposes, and if such Lessor's interest expense allocable to the Lease had been deductible from gross income.

"Event of Taxability" means a determination by the Internal Revenue Service, any court of competent jurisdiction, or bond counsel acceptable to Lessor that the Interest Portion of Rentals on a Lease is includable in gross income for Federal income tax purposes.

"Federal Tax Rate" means the maximum marginal Federal income tax rate applicable to corporations.

(c) Following the occurrence of an Event of Taxability: (i) Lessee shall pay to that Lessor within thirty days of billing a sum equal to (A) the increase in the Interest Portion when computed at the Adjusted Rate for the period from the effective date of the Event of Taxability to the effective date of the modification described in (ii) below, and (B) all interest, penalties and other similar charges payable by that Lessor to the Internal Revenue Service as a result of the Event of Taxability; and (ii) Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement for all future periods to reflect the Adjusted Rate, and provide notice thereof to that Lessor and Lessee, which adjusted Rentals Lessee shall thereafter pay.

(d) Should the Federal Tax Rate change from time to time following any Starting Date, Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement for all future periods by a fraction the numerator of which is 100% minus the Federal Tax Rate as so changed and the denominator of which is 100% minus the previous Federal Tax Rate, which adjusted Rentals Lessee shall thereafter pay.

(e) Should the deduction for interest expense for obligations described in Section 265(b)(3) or any successor provision of the Code be reduced after the Starting Date of any Lease, Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement pertaining to all Leases (other than Non-Bank-Qualified Leases) for all future periods so as to preserve the same after-tax economic yield with respect to the Interest Portion as Lessor (including specifically any assignee of the Interest Portion) had prior to such reduction, which adjusted Rentals Lessee shall thereafter pay.

(f) Lessee specifically designates each Lease (other than a Non-Bank-Qualified Lease) under this Master Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3) ("Qualified Obligation"). Upon determination by bond counsel acceptable to Lessor that a Lease (other than a Non-Bank-Qualified Lease) is not a Qualified Obligation, Servicer will: (A) adjust the Interest Portion of the Rental Schedule to preserve that Lessor's after-tax economic yield with respect to interest, taking into account the interest expense deduction unavailable for that reason, which adjusted Rentals Lessee will thereafter pay, and (B) will invoice Lessee for the amount necessary to preserve that Lessor's after-tax economic yield with respect to the Interest Portion of Rentals previously paid on such Lease, taking into account the interest expense deduction unavailable for that reason, which amount Lessee will pay within ten

days. Lessee will take no action which will directly or indirectly affect the deductibility of that portion of Lessor's interest expense allocable to a Lease (other than a Non-Bank-Qualified Lease).

(g) Servicer's determinations of adjustments or amounts under this Section 4.6 shall be conclusive.

4.7 Additional Rentals. In addition to the Rentals, Lessee shall pay on a timely basis, but only from legally available funds appropriated for such purposes, to the parties entitled thereto an amount or amounts (the "Additional Rentals") for the calendar year to which the following items apply or relate, equivalent to the sum of the following: (i) the out-of-pocket expenses of the Lessor relating to the Property not otherwise required to be paid by the Lessee under the terms of this Lease, (ii) the costs of taxes and charges as required under Section 5.4 hereof; (iii) any other fees, costs, levies, charges, taxes, assessments or expenses that the Lessor is required to pay in connection with this Lease or the Property.

ARTICLE V
MAINTENANCE; TAXES; INSURANCE;
AND OTHER MATTERS

5.1 Use; Repairs. Lessee will use, maintain and operate the Property in good order, condition and repair, ordinary wear and tear excepted, and in a safe and a careful manner for the use contemplated, and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessor shall have no responsibility for the condition of the Property, which Lessee accepts "as-is," or for the maintenance or repair of the Property. Lessee shall not attach or incorporate the Property constituting personal property to or in any other item of equipment in such a manner that the Property becomes or may be deemed to have become an accession to or a part of such other property. Lessee, at its expense, will keep the Property in good repair and operating condition and furnish all parts, mechanisms and devices required thereto. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement. In addition, if any parts or accessories forming part of the Property shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, Lessee, at its own expense, will within a reasonable time replace such parts or accessories, or cause the same to be replaced, by replacement parts or accessories which are free and clear of all liens, encumbrances or rights of others and having a value and utility at least equal to the part or accessories replaced (assuming such replaced parts or accessories were in the condition and repair required to be maintained by the terms hereof). All property, accessories, parts and replacements for or which are added to or become attached to the Property which are essential to the operation of the Property or which cannot be detached from the Property without materially interfering with the operation of the Property or adversely affecting the value and utility which the Property would have had without the addition thereof, shall immediately be deemed incorporated in the Property and subject to the terms of the Lease as if originally leased thereunder, and title thereto shall vest in Lessor. Each Lease shall be deemed and construed to be a "net-net-net lease," and Lessee hereby agrees that the Rentals provided for therein shall be an absolute net return to the Lessor free and clear of any expenses, charges or setoffs whatsoever, except as otherwise specifically provided hereon.

5.2 Alterations. Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent, unless such alterations, additions or improvements shall not diminish the value or utility of the Property or impair the utility or condition thereof. Title to all parts or improvements incorporated or installed in, on or attached to or added to the Property constituting personal property as the result of such alteration, addition or improvement shall, without further act, be with the Property, and Lessee shall execute and deliver to Servicer such further assurances as may be required to assure that the pertinent Lessor shall have a perfected security interest therein; provided, however, that Lessee may, at any time, remove and not replace a part of Property constituting personal property, if no Event of Default has occurred and is continuing and such part (i) is in addition to, and not in replacement of or substitution for, any part originally incorporated or installed in or attached to the Property or any part in replacement of, or substitution for, any such part, (ii) is not required to be incorporated or installed in or attached or added to the Property pursuant to this Section 5.2, and (iii) can be removed from the Property

without diminishing or impairing the value, utility or condition which the Property would have had at such time had such alteration, addition or improvement not occurred.

5.3 Location; Inspection. Property constituting personal property will not be removed from, or if the Property consists of vehicles, its permanent base will not be changed from, the Lessee, without Lessor's prior written consent. Lessor and the Servicer and their agents will be entitled to enter upon the Property location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

5.4 Liens and Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Master Lease and Permitted Encumbrances. Lessee shall pay, when due, and, to the extent permitted by law, hold Lessor and the Servicer harmless against, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, ownership, possession or use of the Property, whether imposed upon Lessor, Servicer or Lessee, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor or Servicer shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor or Servicer pays any charge or tax for which Lessee is responsible or liable under this Master Lease, Lessee shall reimburse Lessor or Servicer therefor plus interest on any unreimbursed amounts from the date of payment by Lessor at the Servicer's Prime Rate until the date of reimbursement.

5.5 Cooperation. The Lessor shall cooperate fully with Lessee at the expense of Lessee in filing any proof of loss with respect to any insurance policy maintained pursuant to this article.

5.6 Insurance. Unless Servicer otherwise should consent in writing, Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage and property damage insurance with respect to the Property in customary amounts. In lieu of such insurance, Lessee may cover the Property under the programs of the Georgia Interlocal Risk Management Agency, authorized by O.C.G.A. Section 36-85-1 et seq. Each such insurance policy or coverage agreement will name Lessee as an insured and the pertinent Lessor as loss payee, and will contain a clause requiring the insurer to give the loss payee at least thirty (30) days prior written notice of any alteration in the terms of such policy or agreement or the cancellation thereof. The proceeds of any such insurance policies or coverage agreement will be payable to Lessee, Lessor or their respective assigns as their interests may appear. In the event of any loss, theft, destruction, damage, injury, accident or condemnation involving the Property, Lessee will (a) promptly provide Servicer with written notice thereof and make available to Lessor all information and documentation relating thereto, and (b) at the option of Lessor, (i) exercise its purchase option under Section 2.4 hereof or (ii) promptly and fully replace or restore the Property or repair the Property to its condition prior to such loss, theft, damage, vandalism, destruction or condemnation, and cause such repaired, restored or replaced Property to be conveyed to Lessor or its assigns and leased hereunder. Lessor will provide any net proceeds of such insurance or coverage agreement or of condemnation for such purpose, but Lessee shall satisfy any further obligation from its own funds. Lessee shall be obligated to pay to Lessor an amount equal to the difference of the value of the Property immediately before the casualty or taking occurred (assuming the Property was then of the value or utility and in the condition and repair required to be maintained by the terms hereof) and the value of the Property after any such replacement, restoration and repair; any such payment shall reduce the Rentals for the Property and the Servicer shall send an appropriate modification to the rental Schedule to Lessor and Lessee. Any such repaired or replaced Property shall be owned by Lessor and be leased hereunder, and Lessee shall execute such further assurances as may be required to place such title in Lessor. No loss, theft, destruction, damage, injury, accident or condemnation involving the Property shall obviate or diminish the obligation of Lessee to pay Rentals hereunder. All of the Lessee's property of any kind that may be on or about the Property or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and the Lessor shall have no liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

ARTICLE VI
DISCLAIMER OF WARRANTIES: INDEMNIFICATION

6.1 Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE PROPERTY, INCLUDING THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE PROPERTY OR WITH RESPECT TO PATENT INFRINGEMENT. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OF THE PROPERTY OR A DEALER THEREOF, AND THAT THE LESSEE IS LEASING THE PROPERTY AS-IS. In no event shall Lessor be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Master Lease or for the existence, furnishing, functioning or Lessee's use and possession of the Property.

6.2 Unconditional Obligation. Lessee's payment obligations under this Master Lease are unconditional, notwithstanding any claim, defense, set-off or counterclaim against Lessor or otherwise. Lessee's sole remedy for the breach of any vendor's or manufacturer's warranty or representation shall be against the vendor or manufacturer, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Master Lease, including the right to receive full and timely payments hereunder.

6.3 Additional Payments Covenants. To the extent permitted by law, and as part of the consideration for the use of the Property, Lessee shall and hereby agrees to pay to Lessor, the Servicer, and any successors or assigns the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including legal fees and expenses and court costs, arising in connection with the Property (but not due to the negligence or wrongful acts of such parties or the breach of their obligations hereunder), including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (i) the use, maintenance, condition or management of the Property by Lessee, (ii) any breach or default on the part of Lessee in the performance of any of its obligations under this Master Lease, (iii) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or negligence of any assignee or sublessee of Lessee with respect to the Property, or (v) the acquisition of the Property or the authorization of payment of the costs thereof by Lessee.

6.4 Assurance Against Invalidity. To the extent permitted by law, and as part of the consideration for the use of the Property, in the event that any court of competent jurisdiction should finally determine that a Lease is invalid for any reason, any interest of Lessee in the Property shall terminate and title thereto shall be in Lessor, and Lessee shall pay to Lessor the amount of all loss and expense as a result of such invalidity; provided, that funds for the satisfaction of such obligation shall be limited to amounts as may be appropriated for the payment of amounts due under the Lease or other funds lawfully available for the payment thereof.

ARTICLE VII
ASSIGNMENTS; SERVICERS

7.1 Assignments by Lessee. Neither this Master Lease, any Lease Supplements, nor any interest of Lessee herein or in the Property shall be mortgaged, pledged, assigned, subleased or transferred by Lessee, except with the express written consent of Lessor and Servicer.

7.2 Assignments by Lessor. Any Leases, the related Lease Supplements, the Lessor's interests in the pertinent Property, any related documents, and the Lessor's rights, powers and remedies under this Master Lease with respect to such Leases may be assigned and reassigned in whole or in part by Lessor to one or more assignees, and Lessee agrees upon receipt of notice of such assignment to fully recognize any such assignee as Lessor to the extent provided by such assignments. Lessee agrees to execute and deliver any further assurances requested by such an assignee to confirm the interests of the assignee. Following any such assignment, the term "Lessor" hereunder shall refer to the assignee with respect to the pertinent Lease,

or to all such assignees, as the context shall require. Any assignment or reassignment of rights under Leases must be registered by filing same with Lessee, and GMA will keep a complete and accurate record of such assignments and reassignments as necessary to comply with Section 149(a) of the Code.

7.3 Servicers. Lessor may appoint one or more Servicers of Leases, and each such appointee shall be the "Servicer" hereunder with respect to the Leases to which the appointment applies. Unless Lessor appoints a different Servicer with respect to a Lease, the assignee of the Lease shall be the Servicer for such Lease.

ARTICLE VIII REPRESENTATIONS, COVENANTS AND WARRANTIES

8.1 Representations, Covenants, and Warranties of the Lessee. The Lessee hereby represents, covenants, and warrants on a continuing basis as follows:

(a) Lessee is a municipal corporation duly created and existing under a charter enacted by the General Assembly of Georgia. The Lessee has the power and authority to enter into the transactions contemplated by this Master Lease and each Lease in effect, and to carry out such obligations. The Lessee has been duly authorized to execute and deliver this Master Lease and each Lease in effect.

(b) The Master Lease and each Lease Supplement have been duly authorized, executed and delivered by the Lessee and constitute its legal, valid, binding obligations, enforceable in accordance with their terms. The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents Lessee from entering into this Master Lease and each Lease in effect or performing any of such obligations. There exists no default or "Event of Default", under the Master Lease and each Lease Supplement, and each is in full force and effect.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting Lessee or any of the Leases, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect any of the Leases, the transactions contemplated by this Master Lease or any of the Leases, or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Master Lease and each Lease Supplement.

(d) The entering into and performance of this Master Lease and each Lease in effect will not violate any judgment, order, law, charter or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Property pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

(e) All requirements have been met and proceeds have occurred in order to ensue the enforceability of this Master Lease and each Lease in effect, and Lessee has complied or will comply with such public bidding requirements as may be applicable to this Master Lease and each Lease in effect and the acquisition of the Property and the conveyance of Property to Lessor. No officer or employee of the Lessee has violated O.C.G.A. §§ 45-10-3 or 45-10-23 in connection with the transactions contemplated by the Master Lease.

(f) The payment of the amounts due hereunder or any portion thereof will not be (i) secured by any interest in property used or to be used in a trade or business or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business, within the meaning of Section 141(a) of the Code. None of the Property will be used in any such trade or business.

(g) The Property is essential to the proper, efficient and economic operation of Lessee, and during the term hereof, the Property will be used by Lessee, or by other departments and agencies of Lessee consistent with the permissible scope of Lessee's authority for the purpose of performing one or more essential governmental or proprietary functions.

(h) The Property that is subject to each Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date under the pertinent Lease.

(i) Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations.

(j) The proceeds of each Lease will not be used in a manner and no other action will be taken or omitted that would cause such Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 142 of the Internal Revenue Code of 1986, as amended and regulations promulgated under that Section.

(k) Lessee shall furnish to Servicer Lessee's annual financial statements as soon as available, and shall permit Servicer, Lessor or their agents and representatives to inspect Lessee's books and records and make extracts therefrom. Lessee will furnish such other or more current financial information as the Servicer may request from time to time;

(l) All financial statements delivered to Lessor or Servicer fairly and accurately reflect Lessee's financial condition as of the date thereof. There has been no material adverse change in Lessee's financial condition since the date of the last financial statements submitted to Lessor or the Servicer.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default Defined. The following shall be "Events of Default" under this Master Lease:

(a) Failure by Lessee to pay any payment required to be paid hereunder within 10 days of the due date; provided, however, that Lessee shall have until the following February 1 to cure any failure to pay the Termination Payment required pursuant to the second sentence of Section 4.2 hereof;

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein, in a Lease Supplement or otherwise with respect hereto, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by the Servicer or Lessor;

(c) The subjection of any right or interest of Lessee under this Master Lease to any execution, garnishment or attachment, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the filing of a receivership or similar proceeding with respect to Lessee or the imposition of a lien or encumbrance on the Property other than a Permitted Encumbrance; or

(d) Any representation or warranty of Lessee in this Master Lease or in a Lease Supplement shall be untrue in a material respect.

9.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred, Lessor or its assigns may take any one or more of the following remedial steps: Terminate any or all of the Leases in which it has an interest and declare all installments of Rentals for such Leases payable for the remainder of the then current calendar year (if an appropriation has been made therefor) to be immediately due and payable; take possession of any or all of the Property in which it has an interest with or without terminating the pertinent Leases and without any liability to Lessee for such repossession, and lease or sell or relet all or any portion of such Property; take

whatever action at law or in equity which may appear necessary or desirable to collect the amounts then due and thereafter to become due to it, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Master Lease; take such other actions or remedies permitted by law or the terms of this Master Lease.

(b) Following an Event of Default, with respect to any item of Property or Lease, Lessor or its assigns may exercise the rights and remedies with respect to an Event of Default set forth in this Master Lease, including without limiting the generality of the foregoing, termination of Leases in which it has an interest and acceleration of the related Rentals to the extent provided in (a) above, as to any or all Property in which it has an interest or any or all Leases in which it has an interest whether or not otherwise in default. All remedies hereunder are cumulative. No exercise of a remedy hereunder shall be deemed an election or preclude the use of another remedy.

ARTICLE X MISCELLANEOUS

10.1 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows: If to GMA: Georgia Municipal Association, Inc., 201 Pryor Street, S.W., Atlanta, Georgia 30303, Attention: Lease Program Manager. If to the Servicer or a Lessor: at the addresses provided from time to time to the Lessee. If to the Lessee: at the address set forth by its signature below. Any such person may by notice indicate another address.

10.2 Miscellaneous. This Master Lease is made under the Constitution and laws of the State of Georgia and is to be so construed. This Master Lease may be simultaneously executed in any number of counterparts. If any one or more of the terms, provisions, promises, covenants or conditions of this Master Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Master Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. This Master Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. The captions and headings used throughout this Master Lease are for convenience of reference only, and the words contained herein shall not be deemed to affect the meaning of any provision or the scope or intent of this Master Lease, nor in any way affect this Master Lease. This Master Lease shall not be construed against the drafting party, but shall be construed to accomplish its purposes and its intended meaning. This Master Lease and the Exhibits hereto, which are incorporated herein by this reference, constitute the entire agreement of the parties. No agreement shall be effective to amend this Master Lease unless such agreement is in writing and signed by the parties hereto. Time is of the essence to this Master Lease Agreement and to each and all of the provisions hereof.

10.3 Survival. All representations, warranties, covenants and agreements of Lessee made herein or in any other document or certificate referred to herein or contemplated hereby are material, shall be deemed to have been relied upon by Lessor and shall survive the execution and delivery of this Master Lease and any Lease Supplement and the expiration of the Lease Terms.

10.4 Term of Agreement. This Master Lease may be terminated by either Lessee or GMA by written notice to the other and to the Servicer when no Leases are outstanding hereunder. Otherwise, this Master Lease will continue for a term of thirty (30) years, subject to renewal by mutual consent of Lessor and Lessee.

IN WITNESS WHEREOF, GMA AND LESSEE HAVE CAUSED THIS MASTER
LEASE TO BE EXECUTED UNDER SEAL BY THEIR DULY AUTHORIZED OFFICERS,
AS OF _____.

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Executive Director

Attest: _____
Financial Service Programs Manager

Date of Execution: _____

LESSEE:
(SEAL)

CITY OF CARTERSVILLE

Signed by: _____

Print Name: *Matt Santini*

Title: *Mayor*

Attested by: _____

Print Name: *Connie Keeling*

Title: *City Clerk*

Date: _____

Billing
Address: P.O. Box 1390
Cartersville, GA 30120

Attn: Finance Director



City of Cartersville

**City Council Meeting
4/19/2012 9:00:00 AM
Water and Sewerage Revenue Bond, Series 2012**

SubCategory:	Resolutions
Department Name:	
Department Summary Recommendation:	Approval of Parity Bond Resolution The City Council will be asked to approve a parity bond resolution for issuance of the “\$6,620,000 City of Cartersville Water and Sewerage Revenue Bond, Series 2012”. The bond will pay for capital outlay projects of the water and sewerage system and be repaid with future revenues of the system. The resolution authorizes the private placement of the bond with BB&T Bank, by Raymond James /Morgan Keegan as Placement Agent. The bond will be secured by a parity lien on the net revenues of the Water and Sewer Revenue Enterprise System that is shared with the City’s existing Series 2005 and 2009 Bond. The bond will have a fixed interest rate of 2.19%. The bond will be pre-payable without penalty, beginning July 1, 2018 and will be subject to a 1% pre-payment penalty prior to July 1, 2018. The bond will have a final maturity of January 1, 2022. The bond resolution will be presented at the meeting on Thursday morning by the City Attorney, as it was not available in time to be included in the Agenda packet.
City Manager's Remarks:	We have referred to this financing in several projects that we have done. It will help do some much needed work. Your approval of the bond resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Water Projects for 2012 Bond

Project Description	Estimated Cost	Engineering Status	Construction Status	Construction Time Frame
Tennessee St. Sewer Relocation	\$240,000	being designed	Expected bid date 4/2012	60 days
Tenn St Water Main Replacement (Leake St to Opal St)	\$2,250,000	in planning phase		Dec-13
West Avenue Sewer Replacement	\$1,200,000	nearly complete along with permitting		estimated 9 months
Etowah Dr - Water Replacement	\$1,100,000	90% complete		estimated 6 months
East Main Street Sewer Force Main Replacement	\$250,000	planning phase	Bid Date May 5/2012	estimated 3 months
Clear Well Coating	\$250,000	being designed		Jul-12
Automated System Upgrade - WTP	\$210,000	In design phase		Aug-12
River Pump Station	\$1,000,000	In design phase/completed in May 2012		estimated to take 5 months (end c
Total Bond Amount	\$6,500,000			

of 2012)

Item # 19

\$6,620,000

City of Cartersville (Georgia)

Water and Sewerage Revenue Bond, Series 2012

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\$6,620,000

City of Cartersville (Georgia)

Water and Sewerage Revenue Bond, Series 2012

Annual Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
1/1/2013	-	-	88,194.95	88,194.95
1/1/2014	-	-	144,978.00	144,978.00
1/1/2015	-	-	144,978.00	144,978.00
1/1/2016	-	-	144,978.00	144,978.00
1/1/2017	-	-	144,978.00	144,978.00
1/1/2018	-	-	144,978.00	144,978.00
1/1/2019	1,600,000.00	2.190%	136,272.75	1,736,272.75
1/1/2020	1,640,000.00	2.190%	101,013.75	1,741,013.75
1/1/2021	1,670,000.00	2.190%	64,933.50	1,734,933.50
1/1/2022	1,710,000.00	2.190%	28,141.50	1,738,141.50
Total	\$6,620,000.00	-	\$1,143,446.45	\$7,763,446.45

Yield Statistics

Bond Year Dollars	\$52,212.17
Average Life	7.887 Years
Average Coupon	2.1900000%
Net Interest Cost (NIC)	2.1900000%
True Interest Cost (TIC)	2.1897839%
Bond Yield for Arbitrage Purposes	2.1897839%
All Inclusive Cost (AIC)	2.4429244%

IRS Form 8038

Net Interest Cost	2.1900000%
Weighted Average Maturity	7.887 Years

\$6,620,000

City of Cartersville (Georgia)

Water and Sewerage Revenue Bond, Series 2012

Semi-Annual Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
7/1/2012	-	-	-	-
1/1/2013	-	-	88,194.95	88,194.95
7/1/2013	-	-	72,489.00	72,489.00
1/1/2014	-	-	72,489.00	72,489.00
7/1/2014	-	-	72,489.00	72,489.00
1/1/2015	-	-	72,489.00	72,489.00
7/1/2015	-	-	72,489.00	72,489.00
1/1/2016	-	-	72,489.00	72,489.00
7/1/2016	-	-	72,489.00	72,489.00
1/1/2017	-	-	72,489.00	72,489.00
7/1/2017	-	-	72,489.00	72,489.00
1/1/2018	-	-	72,489.00	72,489.00
7/1/2018	795,000.00	2.190%	72,489.00	867,489.00
1/1/2019	805,000.00	2.190%	63,783.75	868,783.75
7/1/2019	815,000.00	2.190%	54,969.00	869,969.00
1/1/2020	825,000.00	2.190%	46,044.75	871,044.75
7/1/2020	830,000.00	2.190%	37,011.00	867,011.00
1/1/2021	840,000.00	2.190%	27,922.50	867,922.50
7/1/2021	850,000.00	2.190%	18,724.50	868,724.50
1/1/2022	860,000.00	2.190%	9,417.00	869,417.00
Total	\$6,620,000.00	-	\$1,143,446.45	\$7,763,446.45

Yield Statistics

Bond Year Dollars	\$52,212.17
Average Life	7.887 Years
Average Coupon	2.1900000%
Net Interest Cost (NIC)	2.1900000%
True Interest Cost (TIC)	2.1897839%
Bond Yield for Arbitrage Purposes	2.1897839%
All Inclusive Cost (AIC)	2.4429244%

IRS Form 8038

Net Interest Cost	2.1900000%
Weighted Average Maturity	7.887 Years

\$6,620,000

City of Cartersville (Georgia)

Water and Sewerage Revenue Bond, Series 2012

Sources & Uses

Dated 05/22/2012 | Delivered 05/22/2012

Sources Of Funds

Par Amount of Bonds	\$6,620,000.00
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Total Sources	\$6,620,000.00
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Uses Of Funds

Placement Agent	49,650.00
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Bond & Local Counsel	60,000.00
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Miscellaneous (est.)	5,000.00
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Bank Fees/Counsel	4,700.00
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Deposit to Project Construction Fund	6,500,000.00
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Rounding Amount	650.00
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Total Uses	\$6,620,000.00
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\$6,620,000

City of Cartersville (Georgia)

Water and Sewerage Revenue Bond, Series 2012

Aggregate Debt Service (Series 2005, 2009 and 2012)

Date	Principal	Interest	Total P+I
1/1/2013	1,865,000.00	545,442.20	2,410,442.20
1/1/2014	2,155,000.00	540,474.00	2,695,474.00
1/1/2015	2,370,000.00	466,372.75	2,836,372.75
1/1/2016	2,450,000.00	386,997.25	2,836,997.25
1/1/2017	2,530,000.00	301,544.75	2,831,544.75
1/1/2018	2,620,000.00	213,192.50	2,833,192.50
1/1/2019	1,600,000.00	136,272.75	1,736,272.75
1/1/2020	1,640,000.00	101,013.75	1,741,013.75
1/1/2021	1,670,000.00	64,933.50	1,734,933.50
1/1/2022	1,710,000.00	28,141.50	1,738,141.50
Total	\$20,610,000.00	\$2,784,384.95	\$23,394,384.95

Par Amounts Of Selected Issues

Series 2005 FINAL NUMBERS	7,620,000.00
FINAL NUMBERS SERIES 2009 -Ref 98	8,460,000.00
FINAL NUMBERS SERIES 2009 -Ref 96B	1,140,000.00
FINAL NUMBERS 2012	6,620,000.00
TOTAL	23,840,000.00



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
Surplus Equipment List

SubCategory:	Surplus Equipment
Department Name:	Finance
Department Summary Recommendation:	Attached is another list of equipment that needs to be declared surplus. Once these are declared as being surplus, they will be advertised on the GovDeals website and sold to the highest bidder.
City Manager's Remarks:	Your approval of declaring the equipment list as surplus is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

April 11, 2012 Surplus Equipment List

<u>Quantity</u>	<u>Description</u>	<u>VIN</u>	<u>Department</u>	<u>Reason</u>
3	Dell Dimension 4550 Desktop Computers		Unknown	Outdated-harddrive removed
1	Dell Optiplex GX60 Desktop Computer		Unknown	Outdated-harddrive removed
3	Dell Optiplex GX240 Desktop Computers		Unknown	Outdated-harddrive removed
17	Dell Dimension 4600 Desktop Computers		Unknown	Outdated-harddrive removed
8	Dell Dimension 3000 Desktop Computers		Unknown	Outdated-harddrive removed
3	Dell Dimension 8200 Desktop Computer		Unknown	Outdated-harddrive removed
1	Dell Optiplex 201L Desktop Computer		Unknown	Outdated-harddrive removed
1	Dell Dimension L933r Desktop Computer		Unknown	Outdated-harddrive removed
1	Dell Optiplex GX110 Desktop Computer		Unknown	Outdated-harddrive removed
2	Dell PowerEdge 4600 Servers		Unknown	Outdated
1	16 Bay SATA Storage Device		Unknown	outdated
2	Dell Model PP04L Notebook Computers		Unknown	Outdated-harddrive removed
1	Alienware m5500i-R3 Series Notebook Computer		Unknown	Outdated-harddrive removed
131	Motorola Radios		Police	outdated
2	GE Radios		Police	outdated
1	Kenwood Radio		Police	outdated
12	Kustom Systems Radar Equipment		Police	outdated
1	Gemini Radar System		Police	outdated
3	Whelen Speakers		Police	outdated
1	Galls Speaker		Police	outdated
2	Nextel Speakers		Police	outdated
2	Sony Cameras		Police	outdated
1 pallet	Partitions for Police Cars-various makes/models		Police	outdated
1 pallet	Van Seats-various makes/models		Police	outdated
1	All Tool 777 Brake Turning Lathe Machine		Garage	bent shaft-unrepairable
7	Burgundy Fabric Chairs on Rollers		Legislative	Old and replaced
1	2001 Ford F-150		Finance	Leaks oil-unrepairable
4	Motorla HT 1000 Radios with 2 chargers		Police	Outdated
7	Mortola HT 1000 radios-no chargers		Police	Outdated
3	Vector handheld Spotlights		Police	Outdated
4	VidMic Audio/Video Microphones for Motorola HT750/1250 Radios		Police	Outdated
1	Scottsman Model CM250AE-1E Ice Machine		Gas	Old and replaced

Item # 20



City of Cartersville

City Council Meeting
4/19/2012 9:00:00 AM
February 2012

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

MONTHLY SUMMARY

As of February 29, 2012

	FY 2010 - 11 MONTH OF February-11	FY 2011 - 12 MONTH OF February-12	FY 2010 - 11 Year to Date February-11	FY 2011 - 12 Year to Date February-12	100.00% OF BUDGET (Year to Date)
GENERAL FUND, excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures					
REVENUE	\$1,995,443	\$2,080,129	\$16,462,742	\$16,336,505	67.65%
EXPENDITURE	\$1,610,132	\$1,647,409	\$15,348,991	\$15,526,413	64.30%
Gen. Fund Net Profit (Loss)	\$385,311	\$432,720	\$1,113,751	\$810,092	
WATER & SEWER					
REVENUE	\$925,903	\$987,621	\$8,682,248	\$8,733,074	45.84%
EXPENDITURE	\$1,149,882	\$1,266,738	\$8,387,861	\$8,295,410	43.54%
Wtr. & Swr. Fund Net Profit (Loss)	(\$223,979)	(\$279,117)	\$294,387	\$437,664	
GAS					
REVENUE	\$3,379,418	\$2,212,742	\$15,697,673	\$13,746,881	47.66%
EXPENDITURES	\$2,095,348	\$1,684,681	\$15,250,694	\$14,222,440	49.30%
Gas Fund Net Profit (Loss)	\$1,284,070	\$528,061	\$446,979	(\$475,559)	
ELECTRIC					
REVENUE	\$3,041,916	\$3,570,323	\$27,655,411	\$30,370,704	69.66%
EXPENDITURES	\$3,182,196	\$3,391,921	\$26,275,983	\$28,875,893	66.23%
Electric Fund Net Profit (Loss)	(\$140,280)	\$178,402	\$1,379,428	\$1,494,811	
STORMWATER					
REVENUE	\$96,945	\$102,538	\$782,926	\$814,855	69.00%
EXPENDITURE	\$94,325	\$88,370	\$942,669	\$725,309	61.41%
Stormwater Fund Net Profit (Loss)	\$2,620	\$14,168	(\$159,743)	\$89,546	
SOLID WASTE					
REVENUE	\$177,808	\$169,445	\$1,327,711	\$1,282,618	49.56%
EXPENDITURE	\$255,678	\$212,040	\$1,364,917	\$1,460,286	56.43%
Solid Waste Fund Net Profit (Loss)	(\$77,870)	(\$42,595)	(\$37,206)	(\$177,668)	
FIBER OPTICS					
REVENUE	\$134,566	\$134,114	\$1,240,047	\$1,053,045	65.08%
EXPENDITURE	\$97,659	\$106,051	\$824,883	\$784,671	48.50%
Fiber Fund Net Profit (Loss)	\$36,907	\$28,063	\$415,164	\$268,374	

				% of Monthly Totals to Budget
General Fund	Description	Through 2-29-12	FY 2012 Budget	
	Total Revenues	\$16,336,505	\$24,146,955	67.65%
	GO Bond Proceeds from School	\$2,141,052	\$2,568,890	83.35%
	Property Taxes-City Portion Only	\$1,272,081	\$1,289,320	98.66%
	Local Option Sales Tax (LOST)	\$2,945,377	\$4,818,625	61.12%
	Other Taxes	\$4,881,652	\$6,950,240	70.24%
	Building Permit & Inspection Fees	\$51,161	\$45,000	113.69%
	Fines and Forfeitures	\$439,201	\$590,000	74.44%
	Operating Transfers In-City Utilities	\$2,666,602	\$3,776,510	70.61%
	Other Revenues	\$1,939,379	\$4,108,370	47.21%
	Total Expenditures	\$15,526,412	\$24,146,955	64.30%
	Personnel Expenses	\$8,873,987	\$14,377,795	61.72%
	Operating Expenses	\$3,356,350	\$6,139,870	54.66%
	Capital Expenses	\$312,467	\$604,700	51.67%
	GO Bond Proceeds from School	\$2,175,557	\$2,568,890	84.69%
	Debt Pymt - JDA/CBA	\$466,276	\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$8,733,074	\$19,051,945	45.84%
	Water Sales	\$5,250,507	\$8,132,500	64.56%
	Sewer Sales	\$2,975,071	\$4,292,000	69.32%
	Bond Proceeds	\$0	\$5,000,000	0.00%
	Other Revenues	\$507,496	\$1,627,445	31.18%
	Total Expenditures	\$8,295,410	\$19,051,795	43.54%
	Personnel Expenses	\$1,919,826	\$3,067,295	62.59%
	Operating Expenses	\$1,897,527	\$2,897,170	65.50%
	Capital Expenses	\$551,390	\$6,816,010	8.09%
	Transfer To General Fund	\$1,769,001	\$2,667,940	66.31%
	Debt Payments	\$2,157,666	\$3,603,380	59.88%
Gas Fund	Total Revenues	\$13,746,881	\$28,845,855	47.66%
	Gas Sales	\$12,702,759	\$24,807,545	51.21%
	Gas Commodity Charge	\$760,077	\$1,245,000	61.05%
	Bond Proceeds	\$0	\$2,055,000	0.00%
	Proceeds from Capital Leases	\$0	\$32,500	0.00%
	Other Revenues	\$284,045	\$705,810	40.24%
	Total Expenses	\$14,222,441	\$28,845,855	49.30%
	Personnel Expenses	\$1,073,604	\$1,758,845	61.04%
	Operating Expenses	\$340,925	\$816,120	41.77%
	Purchase of Natural Gas	\$10,483,838	\$20,365,910	51.48%
	Transfer to General Fund	\$2,181,612	\$3,295,150	66.21%
	Capital Expenses	\$142,462	\$2,609,830	5.46%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 2-29-12	FY 2012 Budget	
	Total Revenues	\$30,370,704	\$43,600,295	69.66%
	Electric Sales	\$29,431,538	\$42,254,840	69.65%
	Other Revenues	\$939,166	\$1,345,455	69.80%
	Total Expenses	\$28,875,892	\$43,600,295	66.23%
	Personnel Expenses	\$1,306,465	\$2,087,265	62.59%
	Operating Expenses	\$900,660	\$1,223,745	73.60%
	Purchase of Electricity	\$24,977,530	\$37,588,300	66.45%
	Capital Expenses	\$172,021	\$499,095	34.47%
	Transfer to General Fund	\$1,519,216	\$2,201,890	69.00%
Stormwater Fund	Total Revenues	\$814,855	\$1,181,000	69.00%
	Stormwater Revenues	\$807,031	\$1,170,000	68.98%
	Other Revenues	\$7,824	\$11,000	71.13%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$725,309	\$1,181,000	61.41%
	Personnel Expenses	\$263,068	\$449,680	58.50%
	Operating Expenses	\$300,043	\$519,690	57.73%
	Capital Expenses	\$162,198	\$211,630	76.64%
Solid Waste Fund	Total Revenues	\$1,282,618	\$2,587,900	49.56%
	Refuse Collections Revenues	\$1,254,724	\$2,060,290	60.90%
	Other Revenues	\$27,894	\$48,200	57.87%
	Proceeds From Capital Leases	\$0	\$479,410	0.00%
	Total Expenses	\$1,460,286	\$2,587,900	56.43%
	Personnel Expenses	\$649,899	\$1,059,505	61.34%
	Operating Expenses	\$601,827	\$1,048,985	57.37%
	Capital Expenses	\$208,560	\$479,410	43.50%
Fiber Optics Fund	Total Revenues	\$1,053,045	\$1,646,900	63.94%
	Fiber Optics Revenues	\$970,214	\$1,539,800	63.01%
	GIS Revenues	\$63,925	\$102,500	62.37%
	Other Revenues	\$18,906	\$4,600	
	Total Expenses	\$784,671	\$1,646,900	47.65%
	Personnel Expenses	\$373,739	\$531,810	70.28%
	Operating Expenses	\$251,840	\$675,675	37.27%
	MEAG Telecom Statewide Pymt	\$153,714	\$229,415	67.00%
	Capital Expenses	\$5,378	\$210,000	2.56%

Cash Position	6/30/11	7/31/11	8/31/11	9/30/11	10/31/11	11/30/11	12/31/11
Total Unrestricted Cash Balance	\$9,926,033.63	\$10,145,726.90	\$10,173,855.99	\$10,402,752.04	\$11,490,532.04	\$10,430,103.23	\$9,790,386.70
Total Restricted Cash Balance	\$54,303,771.24	\$52,874,718.85	\$51,914,429.58	\$50,486,885.85	\$52,381,427.98	\$52,251,491.50	\$52,462,966.31
Cash Position		1/31/12	2/28/12	3/31/12	4/30/12	5/31/12	6/30/12
Total Unrestricted Cash Balance		\$9,218,208.23	\$10,335,797.03				
Total Restricted Cash Balance		\$53,723,119.89	\$54,062,334.62				