



City of Cartersville

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

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 10/20/2011
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. October 6, 2011 (Page 3-11)

[Attachments](#)

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

1. T11-02: Text amendment application by John Lewis to eliminate article 16, section 4, subsection 2 (B) 5 regarding Special use for apartments in G-C district. (Page 12-16)

[Attachments](#)

2. SU11-04: Special use application by John Lewis for property located at 100 Cook Street (approximately 4.64 acres) (special use approval for apartments required in the G-C district). (Page 17-30)

[Attachments](#)

C. Resolutions

1. Acceptance of Georgia Department of Natural Resources Grant (Page 31-51)

[Attachments](#)

D. Contracts/Agreements

1. Memorandum of Understanding with GA DOT for Pettit Creek Trail (Page 52-63)

[Attachments](#)

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2. General Services Agreement with Southland Engineering (Page 64-74)

[Attachments](#)

E. Bid Award/Purchases

1. Dump Body for One-Ton Truck (Page 75)

[Attachments](#)

2. Recycling Truck (Page 76-77)

[Attachments](#)

3. Utility Relocation for Comcast Cable on Main Street Gateway Project (Page 78-79)

[Attachments](#)

4. Natural Gas Main Improvement (Page 80-84)

[Attachments](#)

5. Self Contained Breathing Apparatus (Page 85-87)

[Attachments](#)

6. Firefighter Hose Equipment (Page 88-90)

[Attachments](#)

7. Ten 8 Nozzle and Valves (Page 91-93)

[Attachments](#)

8. Thermal Imaging Camera (Page 94-98)

[Attachments](#)

F. Engineering Services

1. Etowah Drive Water Main Replacement (Page 99)

[Attachments](#)

G. Public Hearing

1. Alcohol Control Board Appeal (Page 100-169)

[Attachments](#)



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
October 6, 2011

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Your approval of the minutes for the October 6th City Council meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
October 6, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member McDaniel

Pledge of Allegiance led by The Young Marines

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

II. Regular Agenda

A. Council Meeting Minutes

1. September 15, 2011

A motion to approve the September 15, 2011 minutes as presented was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Proclamations

1. Red Ribbon Week

Mayor Santini stated that this proclamation is at the request of two young ladies, Jessica Allen and Micenna Brooks, who are involved with the Young Marines Organization. Red Ribbon Week will take place week of October 23-31, 2011 as a commitment in the fight against illegal drugs and those that promote their use.

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

1. SU11-02 Special Use Application by Russell Hawkinson for property located at 119 South Avenue to allow the residence to be used as a place of assembly.

Randy Mannino, Planning and Development Director stated that this tract is located at 119 South Avenue, halfway between Neel Street and Cook Street. This property is large compared to adjacent residential tracts (over 1 ½ acres) and includes a large residence constructed over one hundred years ago. The applicant seeks a special use permit to operate a

Place of Assembly at this location for weddings, receptions, and other events. Mr. Mannino stated that the only comments from staff were from the Water Department stating that if cooking is done on the premises a back flow preventer and grease trap would need to be installed. Mr. Mannino stated that there have been no changes since the first reading; however the owners had offered two conditions to be attached to the zoning should it be approved.

1. That the special use permit be personal to the Hawkinsons and not run with the property, such that any future owner of 119 South Avenue will have to reapply for the permit.
2. That any hired events at 119 South Avenue will end by 10:00 p.m. with clean-up to end by 11:00 p.m. "Hired events" shall refer to events where the property is being rented for use.

Mayor Santini opened the floor for a public hearing. Those coming forward for the zoning were Peter Olson and Audrey Hawkinson. Those coming forward against the zoning were Maureen Kirkland, Linda Denham, Susan York, Joe Lynch, Jerry Simmons, Lynn Pritchett, Anna Martinez, and Jerry Tiberio. There being no further comments Mayor Santini closed the public hearing.

A motion to deny the application was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

D. Resolutions

1. Recognition of National Community Planning Month

Richard Osborne, City Planner stated that October has been designated National Community Planning Month by the American Planning Association (APA) as a way to highlight the role of planners and planning in our community. This year's theme, "New Ideas for America's Future," reflects on how planners help envision the future and address the needs of communities. Mr. Osborne stated that this resolution recognizes the importance of community planning in Cartersville and recommended approval.

A motion to approve Resolution No. 26-11 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

Resolution No. 26-11

A RESOLUTION TO RECOGNIZE NATIONAL COMMUNITY PLANNING MONTH

CITY OF CARTERSVILLE, GEORGIA

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to recognize the participation and dedication of the members of planning commissions and other planners who have contributed their time and expertise to the improvement of the City of Cartersville; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Cartersville and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2011 is hereby designated as Community Planning Month in the City of Cartersville in conjunction with the celebration of National Community Planning Month.

This Resolution is adopted this 6th day of October 2011.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. Time Change for December 1, 2011 Council Meeting

Sam Grove, City Manager stated that the City of Cartersville's annual Christmas Parade is on the first Thursday night in December which conflicts with the regularly scheduled City

Council Meeting. Mr. Grove stated that this resolution changes the meeting time for the December 1, 2011 City Council Meeting from 7:00 p.m. to 9:00 a.m. and recommended approval.

A motion to approve Resolution No. 27-11 was made by Council Member McDaniel and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

Resolution No.

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and its inhabitants and their general health, safety and welfare to reschedule the below referenced meetings of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meetings listed below of the Mayor and City Council are hereby rescheduled pursuant to Section 2-17 of the City of Cartersville Code of Ordinances:

- **December 1, 2011 at 7 PM rescheduled to December 1, 2011 at 9 AM**

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 6th day of October, 2011.

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

ATTEST:

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

E. Grant Application/Acceptance

1. Community Development Block Grant 2011 Award

Tom Quist, Assistant to the City Manager stated that the city has received a Statement of CDBG Award from the Georgia Department of Community Affairs for the 2011 CDBG program. The award is in the amount of \$199,802.00 and it is for the purpose of housing rehabilitation activities in the North Town Neighborhood. Mr. Quist recommended approval.

A motion to approve the acceptance of the 2011 CDB Grant Award was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

F. Change Order

1. Engineering Services – Main Street to Center Road 16-inch Water Main Connector

Ed Mullinax, Assistant Water Superintendent stated that the Water Department currently has a contract with Jordan, Jones, and Gouling (JJ&G) to provide Engineering Services for Design, Bidding and Construction Services for the Main Street to Center Road 16-inch Water Main Connector Project for an amount not to exceed \$110,100.00. In order to complete the design, additional environmental studies and permitting services will be required which are outside the scope of services of the original contract. JJ&G has submitted a proposal in an amount not to exceed \$8,800.00 for these services. Mr. Mullinax stated that this price is considered reasonable and will bring the total adjusted contract to an amount not to exceed \$118,900.00. This will be paid with SPLOST funds and recommended approval.

A motion to approve the engineering services with JJ & G was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

G. Bid Award/Purchases

1. Yearly Approval to Purchase Chemicals for WTP and WPCP

Ed Mullinax, Assistant Water Superintendent stated that the following chemicals are purchased for the water plant and the wastewater plant on a weekly, bi-weekly, monthly, semi-annually or yearly basis. At times the department may buy a larger order which is over \$5,000.00. Typically the water department receives fixed prices for a year at a time and asked for council approval to purchase the following chemicals from the designated vendors until July 1, 2012 to eliminate a number of agenda items this year and to expedite the ability to order chemicals on an as needed basis. Mr. Mullinax stated that if it was necessary to rebid these products pricing will be brought forward for Council and recommended approval of these yearly purchases.

- | | |
|--------------------|----------------------|
| • General Chemical | Aluminum Sulfate |
| • Key Chemical Co. | Hydroflurosilic Acid |
| • Burnett Lime Co. | Calcium Hydroxide |

A motion to approve the yearly purchase of chemicals was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

2. Main Street Gateway Bid Award

Dan Porta, Assistant City Manager stated that a Public Bid Opening occurred on September 28, 2011 at Public Works for the Main Street Gateway. Mr. Porta stated that this project will receive \$500,000.00 in GDOT funds for the road construction portion and an amount up to \$400,000.00 for landscaping expenses. The landscaping bid submitted by C.W. Matthews is \$274,414.15, so is all of the landscaping material used meets GDOT standards plus the \$500,000.00 road construction grant, then the city will be reimbursed a total of \$774,414.15 from GDOT, bringing the city's cost to \$1,380,484.94. Mr. Porta stated that the proposed budget in the 2003 SPLOST was \$3.4 million (City funds), making this project come in about \$1.8 million under budget. Mr. Porta recommended the low bid from C.W. Matthews Contracting Co. for this project.

A motion to approve the recommended bid from C. W. Matthews was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

3. Main Street Gateway Construction Administration and Inspection

Dan Porta, Assistant City Manager stated that the Main Street Gateway construction project will require an outside firm to provide construction management and inspection services. Croy Engineering has submitted a proposed budget for this service with a not to exceed figure of \$158,600.00. This number is based on the rate of \$70 per hour for an inspector which includes the inspector's truck. Mr. Porta stated that this number is in line with industry averages and he anticipates that this job will not require full time inspection and this job coming in under the proposed budget depending on the length of time to construct the project which can vary based on several variables including utility relocations, weather, contractor staffing, and work load. Mr. Porta recommended approval of the proposal from Croy Engineering.

A motion to approve Croy Engineering was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

4. Bartow Paving

Bobby Elliott, Public Works Superintendent stated that this bid is for work at 1130 N. Tennessee Street (near the Farm Bureau Insurance Office Entrance), to improve an issue with storm water that flows from Tennessee Street into this parking lot entrance. Mr. Elliott stated that this work will use asphalt to divert the water down the street to a catch basin and into the storm water system instead of into the parking lot of this business. Mr. Elliott stated that the cost for this work is \$5,934.06 and recommended approval of Bartow Paving to do this work.

A motion to approve the agreement with Bartow Paving was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

H. Contracts/Agreements

1. Certification Acceptance Qualification Agreement

Bobby Elliott, Public Works Superintendent stated that the Georgia Department of Transportation has requested that the city become authorized as a qualified Local Public Agency (LPA) to manage core activities for Federal-aid funded projects. This request was made so that more of the pre-construction activities for the Douthit Ferry Road Project can be handled locally. This agreement is the first step in getting authorized. Mr. Elliott stated that this agreement advises GDOT on who they need to deal with on various issues, (the City has entered the City Engineer on all issues involving a registered engineer, and the Mayor on all the remaining issues) and recommended approval.

A motion to approve the Certification Acceptance Qualification Agreement was made by Council Member Hodge and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

2. LMIG (formerly LARP) Contract with GDOT for Resurfacing Various City Streets

Bobby Elliott, Public Works Superintendent stated that this contract is the Local Maintenance and Improvement Grant (LMIG) for resurfacing between the City and GDOT. This GDOT grant is in the amount of \$141,983.72 and includes patching, leveling, resurfacing, and striping of Terrell Drive, Donn Drive, and Quality Drive. Mr. Elliott recommended approval.

A motion to approve the LMIG Contract was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

3. Settlement Agreement with Carolina Transformers

David Archer, City Attorney stated that the City of Cartersville is alleged to have sent transformers in the 1980's to Carolina transformer and its predecessors for disposal. Since they failed to dispose of them properly it has become a superfund site which had cleanup cost in excess of \$10,000,000.00. Although the City did nothing wrong in this matter, federal law places joint and severally liability on anyone who provided materials to the site. Mr. Archer stated that the City of Cartersville has settled this matter for \$20,000.00 and recommended final approval.

A motion to approve the Settlement Agreement with Carolina Transformers subject to the Mayor and City Attorney's approval was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

4. Addendum to Intergovernmental SPLOST Agreement

Sam Grove, City Manager stated that Bartow County had incorrectly identified the public safety communication system in the original agreement and this addendum corrects this error. Mr. Grove recommended approval.

A motion to approve the addendum to the SPLOST Agreement was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously.

Vote 6-0

Mayor Santini stated that there was one item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

I. Added Item

1. Purchase of replacement computers

Tommy Culpepper, Police Chief stated that his department needed to replace six desk top computers to replace outdated units. Chief Culpepper stated that the amount for the six new Dell Computers is \$8,199.36 and will be paid from Asset Forfeiture Funds (DEA).

A motion to approve the purchase of computers was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Vote 6-0

Mayor Santini asked if there was any further business to come before council. Julian Falkenstein asked to present a proposal for the upcoming changes to the sign ordinance. Sam Grove presented a plaque from the Electric Cities of North Carolina to David Myers in appreciation for the assistance from the City of Cartersville Electric after the recent storm damage in their area.

A motion to adjourn the meeting was made by Council Member Pruitt and needing no second. Motion carried unanimously. Vote 6-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM

T11-02: Text amendment application by John Lewis to eliminate article 16, section 4, subsection 2 (B) 5

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	This is one of the standards for a Special use for Apartments, above or behind commercial and office uses in the same building, which currently reads as follows: Commercial uses shall be limited to the permitted uses in the P-S district plus Retail, general (excluding retail package stores (liquor), or other businesses having primarily sales of package beer and/or wine).
City Manager's Remarks:	This text amendment is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



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

MEMO

TO: Mayor & Council and Planning Commission
FROM: Randy Mannino and Richard Osborne
DATE: October 5, 2011
SUBJECT: Zoning Ordinance revision – text amendment case T11-02

Text amendment T11-02 is related to the standards for a Special Use permit to allow *Apartments, above or behind commercial and office uses in the same building.*

The applicant, John Lewis, has stated that he would like to renovate and revitalize the structure and property at 100 Cook St (corner S. Erwin St), zoned G-C with conditions, for a multi-use facility in which there could be apartments as well as one or more commercial uses. Mr. Lewis has stated that he would like to have the flexibility of having more options than just being limited to office use for commercial. Currently, standard #5 limits the uses to only those found in the P-S (Professional Services) district plus Retail, general.

Mr. Lewis, therefore, has applied for a text amendment to delete Zoning Ordinance article 16, section 4, subsection 2 (B) 5. Planning & Development staff as well as other department representatives have reviewed this request, and there are no objections to the text amendment. Planning Commission recommended approval.

Please see below for the standard proposed to be deleted.

16.4.2. Apartment, above or behind commercial and office uses in the same building.

A. *Allowable district:* P-S, M-U, N-C, DBD, O-C, and G-C.

B. *Standards:*

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.
2. Minimum floor area requirements for a dwelling unit shall be the following:
 - 3-bedroom, 900 sqft
 - 2-bedroom, 750 sqft
 - 1-bedroom, 600 sqft
 - Studio/loft (in existing buildings), 450 sqft
3. Minimum number of parking spaces: two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use
4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.
5. **Commercial uses shall be limited to the permitted uses in the P-S district plus Retail, general (excluding retail package stores (liquor), or other businesses having primarily sales of package beer and/or wine).**
6. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.



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APPLICATION FOR TEXT AMENDMENT OF THE CITY OF CARTERSVILLE ZONING ORDINANCE

(PLEASE PRINT OR TYPE)

Application No. T 11-02 ^{Paid \$400 Fee} _{-RO} Date: 9-2-11

Name of the Applicant(s): John Lewis

Current Address of the Applicant(s): _____

11 E. Main St, 201 Cowan Bldg, Cartersville, GA 30120

Applicant's Telephone Number: 770-386-1978

Existing Text to be Amended:

Article 16, Section 4, Subsection 2(B)5.

Existing Text Reads as Follows: _____

Commercial uses shall be limited to the
permitted user in the P-S district plus Retail,
general (excluding retail package stores (liquor), or
other businesses having primarily sales of package beer and/or
wine)

New Text:

Proposed Text Reads as Follows: (Delete standard)



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

Application No. T11-01 Applicant: John Lewis

Reasons for the Amendment Request: _____

Future development mix of
apartments and commercial
in same building

Public Notification in the Cartersville newspaper of the Proposed Amendment(s) shall be required per the City of Cartersville Zoning Ordinance Article XXI.

A Filing Fee of **\$400** must accompany the completed application.

Application and Fee Received

By: [Signature] Date: 9-2-11

[Signature]
Signature of Applicant

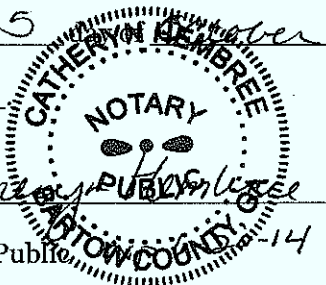
Sworn to and subscribed before me

this 5 th

20 11

Cathy H. Hester

Notary Public



Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 ZONING** is hereby amended as follows:

1.

The Zoning Ordinance is hereby amended by deleting the following:

2.

Article XXVI Zoning Ordinance Section 16.4.2.B.5

Commercial uses shall be limited to the permitted uses in the P-S district plus Retail, general (excluding retail package stores (liquor), or other businesses having primarily sales of package beer and/or wine).

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the th day of 2011.

ADOPTED this the th day of 2011. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM

SU11-04: Special use application by John Lewis for property located at 100 Cook Street (approximately 4.64 acres) (special use approval required in th

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	
Department Summary Recommendation:	The subject tract is located at 100 Cook Street, at the intersection of Cook Street and S. Erwin Street. This property is approximately 4.64 acres and includes a large vacant industrial building constructed in the 1930s. This property was rezoned in 2002 from L-I to G-C with conditions. The applicant seeks a special use permit to allow Apartments, above or behind commercial and office uses in the same building. Planning Commission recommended approval with conditions (listed in packet write-up).
City Manager's Remarks:	This item was recommended for approval by the Planning Commission with listed conditions.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU11-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: John Lewis

Representative: None

Property Owner: Arnold Tillman

Property Location: 100 Cook Street

Access to the Property: Cook Street and S. Erwin Street

Site Characteristics:

Tract Size: Acres: 4.64 acres District: 4th Section: 3rd LL(S): 527, 554

Ward: 2 Council Member: Jayce Stepp

LAND USE INFORMATION

Current Zoning: G-C (General Commercial) with conditions: 1) Existing fire sprinkler backflow preventer to be upgraded. 2) Existing northern entrance onto S. Erwin St to be closed. 3) Additional lane for 200 feet from corner in both directions when site is redeveloped. 4) No exterior storage of materials, equipment, or construction vehicles.

Proposed Special Use: Allow building to be renovated for use of apartments, above or behind commercial and office uses in the same building.

Current Zoning of Adjacent Property:

North: L-I (Light Industrial)

South: RA-12 (Attached and detached residential max 12 units per acre)

East: P-I (Public Institutional)

West: L-I (Light Industrial)

The Future Development Plan designates the subject property as: Workplace Center: employment centers utilizing a mixture of industry, commercial, office, and high intensity residential, recommended zoning districts H-I, L-I, and P-D.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No comments.

Public Works:

No comments.

Gas:

No comments.

Electric:

No comments.

Fire:

The following uses allowed in the G-C district may pose a greater than normal safety risk to residents in apartments within the same building:

- Automotive garages
- Automotive and truck sales or rental
- Automotive specialty shops
- Automotive storage yards and wrecker service
- Boat sales and service
- Building supply companies
- Bus stations
- Car washes
- Heavy equipment contractors (no exterior storage of equipment, materials, construction vehicles)
- Dry cleaners
- Kennels
- Laboratories
- Repair garages, automotive
- Repair garages, heavy equipment
- Retail package stores (liquor)
- Truck stops
- Wildlife conservation park (SU).*

Cartersville Fire recommends that the special use permit be approved if the above uses are excluded and the limited use of Laboratories as allowed in the O-C district be allowed as follows:

- Laboratories (medical and dental).

Police:

No comments.

The subject tract is located at 100 Cook Street, at the intersection of Cook Street and S. Erwin Street. This property is approximately 4.64 acres and includes a large vacant industrial building constructed in the 1930s. This property was rezoned in 2002 from L-I to G-C with conditions. The applicant seeks a special use permit to allow Apartments, above or behind commercial and office uses in the same building.

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.

Sec. 16.4. Minimum special use standards.

16.4.2. Apartment, above or behind commercial and office uses in the same building.

A. *Allowable district:* P-S, M-U, N-C, DBD, O-C, and G-C.

B. *Standards:*

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.

Staff review: The applicant proposes to comply with this standard.

2. Minimum floor area requirements for a dwelling unit shall be the following:

- 3-bedroom, 900 sqft
- 2-bedroom, 750 sqft
- 1-bedroom, 600 sqft
- Studio/loft (in existing buildings), 450 sqft

Staff review: The applicant proposes to comply with this standard.

3. Minimum number of parking spaces: two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use

Staff review: The applicant proposes to comply with this standard.

4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.

Staff review: The applicant proposes to comply with this standard.

5. Commercial uses shall be limited to permitted uses in the P-S district plus Retail, general (excluding retail package stores (liquor), or other businesses having primarily sales of package beer and/or wine).

Staff review: The applicant has applied for a text amendment (T11-02) to delete this standard.

6. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.

Staff review: The applicant proposes to comply with this standard.

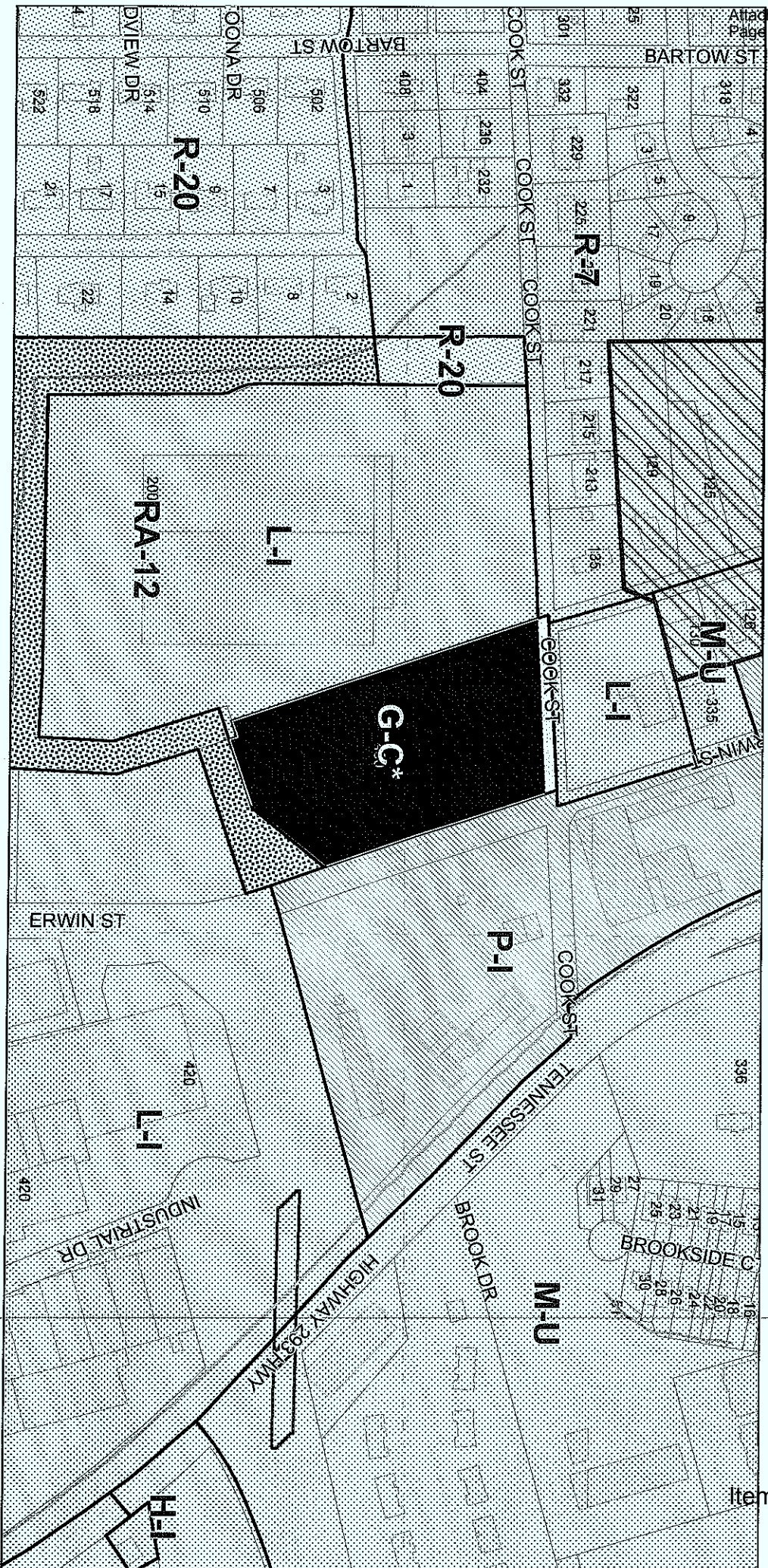
STAFF RECOMMENDATION: Planning & Development staff concurs with the recommendation of the Fire department to limit the allowed uses based on potential safety risk. Also, it may be appropriate to consider a maximum forty-nine (49) percent of the building to be used for apartments based on the underlying commercial zoning district. In general, however, staff is in favor of the building's renovation and mixed-use potential.

PLANNING COMMISSION RECOMMENDATION:

Recommend approval with the following conditions:

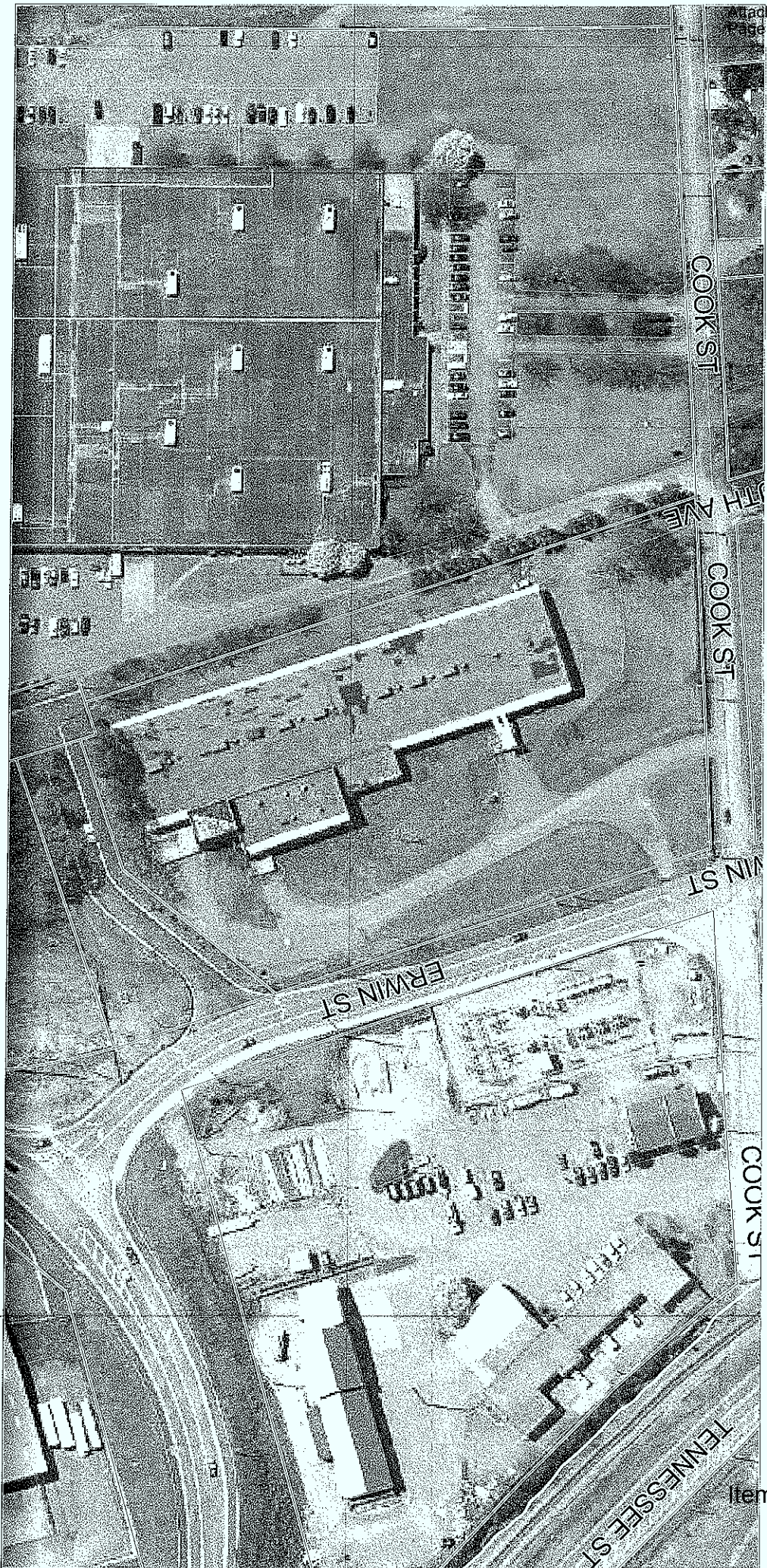
1. Allow the use of Laboratories (medical and dental) and exclude the following uses:
 - Automotive garages
 - Automotive specialty shops
 - Automotive storage yards and wrecker service
 - Boat sales and service
 - Building supply companies
 - Bus stations
 - Car washes
 - Heavy equipment contractors (no exterior storage of equipment, materials, construction vehicles)
 - Dry cleaners
 - Kennels
 - Laboratories
 - Repair garages, automotive
 - Repair garages, heavy equipment
 - Retail package stores (liquor)
 - Truck stops
 - Wildlife conservation park
2. Allow a maximum of forty-nine percent (49%) of the building to be used for residential purposes

100 Cook St - special use application SU11-04



100 Cook St - special use permit application SU11-04

Attachment number 1
Page 7 of 13



Item # 3



LEGAL DESCRIPTION

All that tract or parcel of land, with all improvements thereon, lying and being in the City of Cartersville, Bartow County, Georgia, said property being located on the Southwest corner of South Erwin Street and Cook Street and being bounded on the North by said Cook Street, on the West and South by lands known or formerly known as those of H. W. Leake, and on the East by South Erwin Street; and being the same property conveyed by Security Deed recorded in Deed Book 98, page 292, Clerk's Office Superior Court of Bartow County, Georgia, to Mrs. Dicksie B. Bandy, Mrs. Christine Bandy McCutchen and Burl J. Bandy, Jr., by second parties; first party hereby conveying to second parties all of her interest in the property described in said Security Deed, reference being hereby made to said Security Deed for a more complete description of said property.

BK: 2238 PG: 95

Exhibit "A"**TRACT ONE**

Beginning at an iron pipe at the southwest corner of South Erwin Street and Cook Street, running south 84 degrees 15 minutes west 293.0 feet along the south side of Cook Street to an iron pipe on the east side of South Avenue (Extended); thence south 20 degrees 30 minutes east 574.3 feet parallel to the west curb of South Erwin Street to a pipe in the field; thence north 69 degrees east 282.8 feet to an iron pipe 7 feet west of west curb of South Erwin Street; thence north 20 degrees 30 minutes west 500.00 feet parallel to west curb of South Erwin Street and 7 feet west thereof, to an iron pipe, point of beginning, said tract containing 3.489 acres, and bounded on the north by Cook Street, on the east by South Erwin Street, on the south by property of H.W. Leake, and on the west by property of H.W. Leake, said tract or parcel of land being the same which was conveyed by H.W. Leake to B.J. Bandy by deed recorded March 31, 1941, on pages 422 and 423 of Deed Book 77, Clerk's Office, Superior Court of Bartow County, Georgia.

Being the same property conveyed from Mrs. Dickie B. Bandy, Mrs. Christine Bandy McCutchen, and Burt J. Bandy, Jr. to Mrs. Dickie Bandy Tillman and David A. Tillman by Deed dated June 2, 1952, and recorded in Deed Book 98, pages 291 and 292, Clerk's Office, Superior Court of Bartow County, Georgia.

TRACT TWO

All that tract or parcel of land lying and being on the west side of South Erwin Street in the city of Cartersville, said county being more particularly described as follows: Beginning at a point on the west right of way line of South Erwin Street which beginning point is 506 feet south of the intersection of the west right of way line of South Erwin Street and the south right of way line of Cook Street and running thence south 18 degrees 25 minutes east along the west right of way line of South Erwin Street 75 feet to a point; thence south 70 degrees 14 minutes west 285 feet to the property known as that of Nantucket Lingerie, Inc.; thence north 19 degrees 40 minutes west 75 feet to a concrete marker; thence north 70 degrees 14 minutes east 286.6 feet to the beginning point. It being the intention of first party to convey to second party a strip of land across the north end of the property of first party 75 feet in width. Being the same property conveyed from T & L Warehouse, Inc. to David A. Tillman and Dickie B. Tillman by Deed dated June, 1971, and recorded in Deed Book 100, page 126, Clerk's Office, Superior Court of Bartow County, Georgia.

Also conveyed herewith are any and all rights David A. Tillman may have acquired by virtue of that certain deed from Mrs. Christine Bandy McCutchen to Mrs. Dickie Bandy Tillman and David A. Tillman recorded in Deed Book 100, page 388, Clerk's Office, Superior Court of Bartow County, Georgia; and any and all rights acquired in that certain deed from the City of Cartersville to David A. Tillman and Mrs. Dickie Bandy Tillman, dated December 5, 1953, and recorded in Deed book 100, page 536, Clerk's Office, Superior Court of Bartow County, Georgia.

LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CARTERSVILLE IN LAND LOT 884, OF THE 4TH DISTRICT, 3RD SECTION CONSISTING OF .534 ACRES AS SHOWN ON PLAT RECORDED IN PLAT BOOK 50, PAGE 116, OF THE BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

Roadway

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: Apartment, above or behind commercial and office uses in same bldg

Standard #1: Dwelling unit(s) shall comply w/ all applicable City bldg and fire codes

How Standard #1 has / will be met:

Applicant will comply with standard

Standard #2:

Minimum Floor area for dwelling units: 3-bed 900 sqft, 2-bed 750 sqft, 1-bed 600 sqft, studio/loft 450 sqft

How Standard #2 has / will be met:

Applicant will comply with standards

Standard #3:

Minimum parking spaces: 2 spaces for each dwelling unit plus 3 spaces for each 1,000 sqft of commercial use

How Standard #3 has / will be met:

Applicant will comply with standards

Standard #4:

Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use.

How Standard #4 has / will be met: Freestanding street light fixtures shall have a max height of 35 feet.

Applicant will comply with standards

Standard #5:

Commercial uses shall be limited to P-S district permitted uses plus Retail, general (excluding retail package stores (liquor) or other businesses having primarily sales of
How Standard #5 has / will be met: package beer and/or wine)

Applicant has applied for a text amendment (T11-02)
to eliminate this standard

Standard #6:

Sound-deadening construction materials and techniques should be used
and bedrooms should be oriented away from noise sources
How Standard #6 has / will be met:

Applicant will make efforts to adhere
to this guideline.

Standard #7:

How Standard #7 has / will be met:

ADDITIONAL COMMENTS BY APPLICANT:

Signed,


Applicant's or representative's name

9-15-11
Date

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 21-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Dicksie B. Tillman. Property is located at the southwest corner of S. Erwin Street and Cook Street. Said property contains 4.64 acres located in the 4th District, 3rd Section, Land Lots 527 and 554 as shown on the attached plat Exhibit "A". Property is hereby rezoned from L-I (Light Industrial) to G-C (General Commercial) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

1. The existing fire sprinkler backflow preventer needs to be upgraded.
2. The existing northern entrance onto Erwin Street be closed.
3. An additional lane for 200 feet from the corner in both directions when this site is redeveloped.
4. No exterior storage of materials, equipment, or construction vehicles.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 16th day of May 2002. First Reading
ADOPTED this the 6th day of June 2002. Second Reading.

/s/_____
Michael G. Fields
Mayor

ATTEST:

/s/_____
Sandra E. Cline
City Clerk



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 # **SU11-04**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

John Lewis has made a special use request on the following property: Approximately 4.64 acres located at 100 Cook Street in the 4th District, 3rd Section, Land Lots 527 and 554 to allow the the use of apartments, above or behind commercial and office uses in the same building.

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

1. A Property interest in any real property affected by a zoning 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 zoning 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
10/20/2011 7:00:00 PM

Acceptance of Georgia Department of Natural Resources Grant

SubCategory:	Resolutions
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Georgia Department of Natural Resources grant application for the Etowah River “Blue Trail” that was submitted last year has completed the required reviews from the various state agencies and the grant has been approved. The grant project a a proposed canoe/kayak launch scheduled to be constructed adjacent to the ER Bates Memorial Bridge on State Route 113/61. The estimated project costs are \$45,474.00, with the grant award being \$32,924.00 Coosa River Basin Initiative has committed a cash donation of \$3,400.00 and Bartow County Public Works Department has committed 2-days of a track-hoe w/ operator for this project. These donations and partners where instrumental in the City of Cartersville receiving this grant award for our community. I recommend the approval of the attached GA DNR project agreement and support of the attached resolution for the Etowah “Blue Trail” at Leake Mounds.
City Manager's Remarks:	Your approval of the DNR grant is recommended.
Financial/Budget Certification:	Funds have been budgeted for the city's matching portion of the grant.
Legal:	Submitted for review
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

WHEREAS, at the regular council meeting of the City of Cartersville of Bartow County, Georgia held on October 20, 2011 a motion was made and duly seconded that City of Cartersville agree to the terms of the contract for the state grant between the Georgia Department of Natural Resources and City of Cartersville for a grant of financial assistance to design and construct a canoe/kayak launch on the Etowah River, and authorize Mayor Matthew Santini to execute said contract on behalf of the City of Cartersville, and accept the grant provided for in said contract in the amount of \$32,924.00

NOW, THEREFORE BE IT RESOLVED, by the City of Cartersville of Bartow County, Georgia that the terms and conditions of the contract between the Georgia Department of Natural Resources and the City of Cartersville are hereby agreed to, that the Mayor Matthew Santini is authorized and empowered to execute said contract in the amount of \$32,924.00 is hereby designated to assure the acquisition and/or development, operation and maintenance of the facilities and/or delivery of services as identified in said contract.

Read and unanimously adopted in the regular city council meeting of the City of Cartersville held on 20th day of October, 2011

ATTEST

Connie Keeling, City Clerk

Mayor Matthew J. Santini
City of Cartersville

(Seal)

Certification

I do hereby certify that above is a true and correct copy of the Resolution duly adopted by the council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council and that said resolution has been entered in the official records of said Council and remains in full force and effect 20th day of October 2011.

Connie Keeling, City Clerk



STATE PARKS & HISTORIC SITES

MARK WILLIAMS
COMMISSIONER

BECKY KELLEY
DIRECTOR

October 4, 2011

Honorable Matthew J. Santini, Mayor
City of Cartersville
PO Box 1390
Cartersville, GA 30120

RE: Etowah River Blue Trail at Leake Mounds
Project #: NRT-10(11)
Grant Award: \$32,924

Dear Mayor Santini:

Congratulations on your recent Recreational Trails Program grant award. I will be assisting you with the process needed to secure the grant, to document expenditures, and ultimately to obtain reimbursement.

This trail grant project has undergone review by the State Historic Preservation Office (SHPO), the Georgia Natural Heritage Program, the U.S. Fish & Wildlife Service, and other agencies contacted by the Georgia State Clearinghouse. You will find enclosed with this letter the findings of the agencies. The grant contract requires the grant recipient to consider these agencies' comments in planning and executing the project.

Enclosed are two originals of the contract, its general provisions, a sample resolution, and DBE requirements. Please do the following:

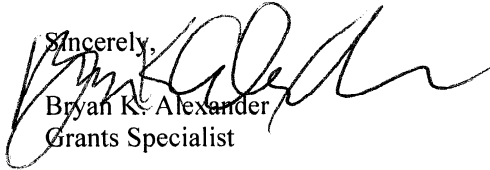
- obtain and return to us a resolution that authorizes acceptance of the terms and conditions of the grant
- obtain signatures on both originals of the contract and return both to us
- sign and return one original of the DBE page entitled Certification of Compliance.

Once our agency receives the documents and signs the two original contracts, we will send one original contract back to you for your files. We will provide notice to proceed after all documents are executed and an orientation meeting with your staff is completed.

It will be necessary for the project contact person to ensure that the Quarterly Project Progress Reports (Exhibit E of the Grant Manual) are filed by the 15th day of the month following the last day of each calendar quarter (January 15, April 15, July 15, and October 15). Please keep me informed of the name and phone number of the project contact person for any day-to-day questions that may arise.

I look forward to working with you. If you have any questions, please contact me at 404-656-6536.

Sincerely,


Bryan K. Alexander
Grants Specialist

Enclosures

**STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
PROJECT AGREEMENT**

Applicant: **City of Cartersville**

Street: **PO Box 1390**

County: **Bartow**

City: **Cartersville**

Zip: **30120**

Phone #: **770-607-6173**

Project Title: **Etowah River Blue Trail at Leake Mounds**

Project Period: **Date this agreement is executed to December 31, 2013** Project # **NRT-10(11)**

Project Scope: (Description of Project)

Design and construct a canoe/kayak launch and parking area, with signage and informational kiosks.

Title of Grant-in-Aid: **Georgia Recreational Trails Program**

Project Cost:		The following are hereby incorporated into this agreement:
		1. Disadvantaged Business Enterprise Certification of Compliance
Total Cost	\$ 45,474	2. General Provisions (attached hereto)
Fund Support	72 %	3. Project Proposal and Application (submitted by applicant and on file with DNR)
Grant-in-Aid	\$ 32,924	4. Revised cost estimate
Minimum Local Match	\$ 12,550	

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR), and City of Cartersville (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the National Recreational Trails Act (NRTA), Title I, Part B, Section 1301 of the Intermodal Surface Transportation Efficiency Act of 1991 (P.L. 102-240, 105 Stat. 1914), later reauthorized as the Recreation Trails Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 109-59, 119 Stat. 1144), and the provisions and conditions of the Federal Highway Administration guidelines for the RTP grant program, and with the terms, promises, conditions, covenants, assurances, plans specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

The Applicant certifies that it possesses the legal authority to apply for the grant, enter into this Agreement, and to finance and construct the proposed facilities. A resolution, motion or similar action

has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the persons whose names and signatures appear herein below to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-Aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of the agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicants with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreational trails which are available to the people of the State and the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicants of this agreement. The Applicant further agrees, therefore, that THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

The Applicant agrees to use its best efforts to ensure compliance with regulations pertaining to Disadvantaged Business Enterprises (DBE). The Applicant shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment.

The following special project terms and conditions apply:

- a. In planning and executing the project, the Applicant agrees to consider the comments of agencies who responded to the environmental review requests for this project.
- b. The Applicant shall minimize the use of heavy equipment for clearing and grading, and is encouraged to use porous/pervious surfacing.
- c. The Applicant agrees to implement the suggestions of DNR's Wildlife Resources Division regarding the prevention of erosion into nearby aquatic habitats during and after construction.
- d. As directed under Executive Order 13186, in furtherance of the Migratory Bird Treaty Act (16 U.S.C. sections 703-711), actions must be taken to avoid or minimize impacts to migratory bird resources, and to prevent or abate the detrimental alteration of the environment for the benefit of migratory birds, as practicable. An area of forested habitat of 100 acres or larger could be a significant or important site for migratory birds, as could existing bridges or culverts, where the birds may nest. DNR and the Applicant agree that the area of impact of this project is less than 100 acres, and therefore is not considered significant or important to the support of migratory bird populations. The parties also agree that no

existing bridge or culvert on the project site will be reconstructed or removed as part of this project. The Applicant agrees to notify DNR if it seeks to modify the scope of the project or reconstruct or remove any existing bridge or culvert at the project site.

e. The Applicant agrees to observe the comments of DNR's Flood Plain Management Unit regarding the project encroaching on a federally designated Special Flood Hazard Area.

In witness whereof, the parties hereto have executed this Agreement as of the most recent date entered below.

**STATE OF GEORGIA, DEPARTMENT OF
NATURAL RESOURCES**

APPLICANT, CITY OF CARTERSVILLE

BY _____
BECKY KELLEY, DIRECTOR
PARKS, RECREATION & HISTORIC SITES

BY _____
MATTHEW J. SANTINI, MAYOR

WITNESS

WITNESS

DATE

DATE

(Seal)

DEPARTMENT OF NATURAL RESOURCES
PROJECT AGREEMENT
GENERAL PROVISIONS

The applicant and DNR Mutually agree as follows:

A. DEFINITIONS

1. The term "Applicant" as used herein means the local political subdivision, State, or Federal agency which is a party to this agreement.
2. The term "DNR" as used herein means the Department of Natural Resources of Georgia.
3. The term "development project" as used herein means a project which does not involve the acquisition of real property with grant funds from DNR.
4. The term "Commissioner" as used herein means the Commissioner, Department of Natural Resources, or any representative lawfully delegated the authority to act for said Commissioner.
5. The Term "Division Administrator" as used herein means the appropriate administrator of the Federal Highway Administration or any representative lawfully delegated the authority to act for the said Division Administrator.
6. The term "FHWA" as used herein means the Federal Highway Administration, United States Department of Transportation.
7. The term "Contractor" as used herein means the contractor hired or selected by the Applicant to provide services as contracted.
8. The term "project" as used herein means that project which is the subject of this agreement.

B. PROJECT EXECUTION

1. The Applicant shall attend an orientation meeting with appropriate DNR staff prior to any construction being undertaken on the project, in order to ensure compliance with applicable State and Federal laws, and financial, reimbursement and audit procedures and requirements.
2. For development projects, the applicant shall execute and complete the approved project in accordance with the following time schedule.

<u>Time Frame</u>	<u>Recommended % of Construction</u>	<u>Progress Report</u>	<u>Billing Requests</u>
To 6 mos.	Begin	Yes	No
To 9 mos.	N/A	Yes	No
To 12 mos.	25%	Yes	Yes
To 15 mos.	N/A	Yes	No
To 18 mos.	50%	Yes	Yes
To 21 mos.	N/A	Yes	No
To 24 mos.	100%	Yes	Yes

Progress reports are due by the 15th of the month following the last day of each calendar quarter. Final reports are due 15 days after completion.

3. For acquisition projects, the Applicant shall execute and complete the approved project within eighteen (18) months of project approval.
4. For combination acquisition and development projects, the real property shall be acquired within eighteen (18) months of project approval, and the development shall proceed and be completed within twenty-four (24) months of project approval.
5. Failure to render satisfactory progress or to complete this or any other project which is the subject of State assistance under the appropriate DNR grant program to the satisfaction of the Commissioner may be cause for the suspension of all obligations of DNR under this agreement.
6. The Applicant shall permit periodic site visits by the Commissioner and/or the Division Administrator to insure work progress is in accordance with the approved project, including a final inspection upon project completion.
7. All significant deviations from the project proposal shall be submitted in writing to the Commissioner for approval.
8. The acquisition cost of real property shall be based upon the appraisal of a competent appraiser, and the reports of such appraisers shall be made available to the Commissioner with the project application for review and approval. The Commissioner's approval of an appraisal report will determine the extent of DNR participation for acquisition costs of real property. Costs incurred for appraisal reports, and other costs considered as incidental to acquisition, will not be reimbursed by DNR.
9. The applicant shall comply with the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970)**, as amended, and the applicable regulations and procedures implementing such act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

10. If any tract or parcel of, or interest in, real property subject to being purchased under the provisions of this agreement, but not identified herein, is found by the Commissioner for any reason not to be suitable for DNR assistance, all obligations of DNR shall cease as to such parcel, tract or interest.
11. The applicant shall comply with the flood insurance purchase requirements of **Section 102(a) of the Flood Disaster Protection Act of 1973, (P.L. 93-234), 87 Stat. 975**, approved December 31, 1976. Section 102(a) requires on, and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. The applicant shall comply with the provisions of **Executive Order 11988**, relating to flood plain management; **Executive order 11288**, relating to the prevention, control, and abatement of water pollution; and **Executive Order 11990**, relating to the protection of wetlands.
13. In order to prevent discrimination against disabled users, the Applicant shall require the facility or program to comply with the following federal laws and their implementing regulations where applicable: the **Americans with Disabilities Act**, the **Rehabilitation Act of 1973**, and the **Architectural Barriers Act of 1968**. The Applicant shall be responsible for conducting inspections to insure compliance with these requirements by the contractor.
14. The Applicant agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
15. The Applicant agrees to assist FHWA and DNR in complying with **Section 106 of the National Historic Preservation Act of 1966**, as amended, **Executive Order 11593**, and the **Archaeological and Historic Preservation Act of 1966**; and further agrees to promptly notify DNR and FHWA of the existence of any affected properties and to avoid or mitigate adverse effects upon such properties.
16. The Applicant shall comply with the **Coastal Barrier Resources Act (CBRA) P.L. 97-348, 96 Stat. 1653, (43 CFR Subtitle A)**, if applicable. Section 2 requires that a coordinated program among Federal, State and local governments is critical to the more appropriate use and conservation of coastal barriers. It is the purpose of the Act to minimize damage to fish, wildlife, and

other natural resources associated with coastal barriers along the Atlantic and Gulf coasts by restricting Federal expenditures and financial assistance which have the effect of encouraging development of coastal barriers and by establishing a Coastal Barrier Resources System.

17. The Applicant shall provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications. The Applicant will furnish progress reports and such other information as DNR and FHWA may require.
18. Development plans and specifications shall be available for review by either the Commissioner or the Division Administrator upon request.
19. In the event the project covered by this Agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project, the Applicant shall bring the project to a point of recreational usefulness agreed upon by the Commissioner and the Division Administrator.

**FAILURE TO COMPLY WITH THE ABOVE PROVISIONS WILL
CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND
LOSS OF STATE FUNDS ALLOCATED UNDER THIS AGREEMENT.**

C. **PROJECT CONTRACT AND SUBCONTRACT REQUIREMENTS**

The Applicant shall secure completion of the work in accordance with the approved construction plans and specifications, and shall comply and secure compliance with all applicable Federal, State, and local laws and regulations now existing, or which may hereafter be enacted or adopted. At the least, the Applicant shall meet the following requirements in contracting for goods and services:

1. The Applicant shall follow its own laws, regulations or rules governing procurement and construction contracting in order to secure competition in the award of contracts. If the Applicant does not have laws, regulations or rules to secure such competition, the Applicant shall follow the laws and regulations that govern the State of Georgia in its contracting activities. Copies of all advertisements, bids, and a copy of each such contract shall be retained for inspection by the Commissioner and the Division Administrator.
2. The Applicant shall inform all bidders on contracts for construction that State and/or Federal funds are being used to assist in construction. Requests for proposals and bid solicitations shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

3. **Written change orders** shall be issued for all necessary changes in the facility being constructed under contracts of \$25,000 or more. Such change orders shall be made a part of the project file and shall be kept available for audit.
4. The Applicant shall comply with **Executive Order 12432, Minority Business Enterprise Development**, if applicable, which encourages greater economic opportunity for minority entrepreneurs.
5. The Applicant shall document the procedure it follows in selecting vendors and contractors.
6. The Applicant shall not use the grant funds to support procurements utilizing exclusionary or discriminatory specifications.
7. The Applicant must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under **Executive Order 12549, "Debarment and Suspension,"** or has been suspended or debarred pursuant to the Georgia Department of Administrative Services' **Georgia Vendor Manual, section 7.21.**
8. Where applicable, **46 U.S.C. 1241(b)(1)** and **46 CFR Part 381** impose cargo preference requirements on the shipment of foreign made goods.
9. Where applicable, **Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Parts 660 and 661** impose "Buy America" provisions on the procurement of foreign products and materials.
10. Where applicable, **Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 106(c) of the Surface Transportation and Uniform Relocation Act of 1987, and 49 CFR Part 23** impose requirements for the participation of disadvantaged business enterprises.
11. Where applicable, **23 U.S.C. 112(e)** requires standardized contract clauses concerning site conditions, suspension of work, and material changes in the scope of the work.
12. Where applicable, FHWA grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under **Title IX of the Federal Property and Administrative Services Act**

of 1949, or equivalent State qualifications-based requirements. For FHWA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

13. The Applicant shall incorporate, or cause to be incorporated, into all construction contracts:
 - (a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts other than small purchases.)
 - (b) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts **in excess of \$10,000**.)
 - (c) Compliance with **Executive Order 11246** of September 24, 1965, entitled "**Equal Employment Opportunity**," as amended by **Executive Order 11375** of October 13, 1967, and as supplemented in Department of Labor Regulations (**41 CFR Part 60**). (All construction contracts awarded **in excess of \$10,000** by grantees and their contractors or subgrantees).
 - (d) Compliance with the **Copeland "Anti-Kickback" Act (18 U.S.C. 874)** as supplemented in Department of Labor regulations (**20 CFR Part 3**). (All contracts and subgrants for construction or repair).
 - (e) Compliance with the **Davis-Bacon Act (40 U.S.C. 276 a to a-7)** as supplemented by Department of Labor regulations (**29 CFR Part 5**). (Construction contracts **in excess of \$2,500** awarded by grantees and subgrantees).
 - (f) Compliance with **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330)** as supplemented by Department of Labor regulations (**29 CFR Part 5**). (Construction contracts awarded by grantees and subgrantees **in excess of \$2,000**, and **in excess of \$2,500** for other contracts which involve the employment of mechanics or laborers).
 - (g) Notice of awarding agency requirements and regulations pertaining to reporting.
 - (h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

- (i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - (j) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly appointed representatives to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - (k) Retention of all required records for three years after grantees or subgrantees make final payment and all other pending matters are closed.
 - (l) Compliance with all applicable standards, orders, or requirements issued under **Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738**, and Environmental Protection Agency regulations (**40 CFR Part 15**). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
 - (m) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (Pub.L. 94-163)**.
14. The Applicant shall incorporate, or cause to be incorporated, into all construction contracts **exceeding \$10,000** the following **Equal Employment Opportunity** clauses:

“During the performance of this contract, the contractor agrees as follows:

- “(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- “(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.
- “(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of the contractor’s commitments under **Section 202 of Executive Order 11246, as amended (3 CFR 169 (1979))**, and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- “(4) The contractor will comply with all provisions of **Executive Order 11246, as amended**, and the rules, regulations, and relevant orders of the Secretary of Labor.
- “(5) The contractor will furnish all information and reports required by **Executive Order 11246, as amended**, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- “(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in **Executive Order 11246, as amended**, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- “(7) The contractor will include the provisions of **Paragraphs (1) through (7)** in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to **Section 204 of Executive Order 11246, as amended**, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

15. The Applicant shall (1) comply with provisions C.1 through 14 herein above in construction work carried out by itself, (2) assist and cooperate actively with the Commissioner, FHWA, and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with such provision and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Commissioner, FHWA, and the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by DNR, the Secretary of Labor or FHWA pursuant to **Executive Order 11246** of September 24, 1965 entitled “**Equal Employment Opportunity**” as amended by **Executive Order 11375** of October 13, 1967 and as supplemented in Department of Labor regulations (**41 CFR Part 60**), and (6) refrain from entering into any contract with a contractor debarred or suspended from participation in Federal Assistance programs under **Executive Order 12549**, “**Debarment and Suspension**,” or with a contractor debarred or suspended under the Georgia Vendor Manual, section 7.21.

D. PROJECT COSTS

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the **Georgia Recreational Trails Program (GRTP)** manual and Office of Management and Budget (OMB) **Circular A-87**. Generally, costs must be necessary, reasonable, and directly related to the grant. In addition, they must be legal, proper, and consistent with the policies that govern the Applicant’s own expenditures. Any credits, such as purchase discounts, price adjustments, and federal funds available from other sources, must be deducted from total costs. Applicable cost principles are listed in **49 CFR 18.22**.

E. PROJECT ADMINISTRATION

1. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the Commissioner and FHWA upon request.

2. It is the intent of the parties hereto that the Applicant will use the monies granted hereunder for the purpose of the **Georgia Recreational Trails Program**, and that assistance granted from **DNR** will result in a net increase, commensurate at least with DNR's cost-share, in an Applicant's recreational facilities. It is intended by both parties hereto that assistance from DNR will be added to, rather than be replaced by or be substituted for, local outdoor recreational trails funds.
3. The Applicant shall provide to DNR, within 60 days after the date of completion of the project, all financial and performance reports required as a condition of the grant. The date of completion is the date when all work under a project is completed, or the expiration date of the grant agreement, whichever comes first.
4. The Applicant further agrees to submit relevant reports as the Commissioner or the Division Administrator may request.

F. PROJECT TERMINATION

1. The Applicant may unilaterally terminate the project at any time prior to the first payment on the project. After project commencement, this agreement may be terminated, modified, or amended only by mutual written agreement.
2. The Commissioner may temporarily suspend State and Federal assistance under the project pending corrective action by the Applicant or pending the decision to terminate the grant by DNR and FHWA.
3. The Commissioner may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Applicant has failed to comply with the conditions of the grant. The Commissioner will promptly notify the Applicant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Applicant or recoveries by DNR under a project terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Commissioner or the Applicant may terminate the grant in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and shall cancel as many outstanding obligations as possible.
5. Termination either for cause or convenience requires that the project in question be brought to a state of recreational trail usefulness agreed upon by

DNR and the Division Administrator and that all funds provided by DNR and FHWA be returned.

G. CONFLICT OF INTEREST

1. No official or employee of the Applicant, the State, or the Federal Government, who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the Applicant in connection with this project shall have a financial or other personal interest other than his employment or retention by the Applicant, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the Applicant shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Applicant, and such officer, employee or person has not participated in the acquisition for or on behalf of the Applicant.
3. The parties to this agreement certify that the provisions of law contained in **O.C.G.A. Sections 45-10-20 through 45-10-28** prohibiting full- and part-time appointive officials and employees of the State from engaging in certain transactions affecting the State have not and will not be violated in any respect in regard to this Agreement.
4. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise herein, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
5. The Applicant, DNR, and FHWA shall be responsible for enforcing the conflict of interest provisions of this agreement.

H. FINANCIAL RECORDS

1. The Applicant shall maintain for a period of three (3) years satisfactory financial records, supporting documents, and statistical records, and shall make them available to the Commissioner, the State Auditor, FHWA, and the U.S. Comptroller General, and any authorized representatives thereof, for the purpose of making audit, examination, excerpts and transcripts at reasonable times. Such accounts and records shall be retained beyond the three-year period if audit findings have not been resolved. The retention period begins on the date of final payment for the project.
2. The Applicant must use a generally accepted accounting system. The financial system selected must be tailored to the circumstances of the

award. Yet, all financial management systems must be designed to reflect the standards required by State and Federal laws and regulations and be capable of audit by independent audit professionals.

3. Where applicable, the Applicant shall be responsible for obtaining audits in accordance with the **Single Audit Act of 1984 (31 U.S.C. 7501-7)** and Federal agency implementing regulations. The audit shall be made by an independent auditor in accordance with generally accepted accounting principles. One copy of the audit report shall be provided to DNR within 180 days for each audit period in which GRTP grant money is expended and/or received.
4. The Applicant shall, if so directed by DNR, employ at Applicant's expense an independent public accounting firm, approved by the Commissioner, for an audit of the Applicant's project. One copy of the audit report shall be provided to DNR.

I. GRANT PAYMENTS

1. No payment shall be made to the Applicant until such time as the person or persons in charge of keeping records on behalf of the Applicant has attended the orientation meeting referred to in B.1. hereinabove.
2. Payments to the Applicant will be made on a reimbursable basis. In order to secure payment of funds obligated for purposes set forth in the approved project agreement, the Applicant must submit a billing request for reimbursement, for the total costs incurred for such purposes during the period covered by the billing request. The amount of the payment of State funds will be computed by the DNR accounting office on the basis of the percentage of fund support agreed to by both parties.
3. Billing requests shall be submitted by the Applicant for not less than 25 percent of the total grant amount, and shall be submitted in a timely fashion. Final billing and closeout documents are due within 60 days of project completion. (See B.2. above for construction and billing schedule.)
4. The form of billing requests to be used will be discussed further in the orientation meeting (see I.1.), must be consistent with the GRTP manual and DNR policies, and must be certified by the Applicant.
5. In the event that FHWA makes any demand on DNR to repay grant funds used in the project, or should FHWA make demands for any other relief, the Applicant shall make such repayment to DNR or take such other action as will enable DNR to comply with the demands of FHWA; provided,

however, that the Applicant shall only make such repayment or take such action if its action or inaction was the reason for the demand by FHWA.

J. USE OF FACILITIES

The Applicant agrees that the property described in this project agreement is being acquired or developed with **Georgia Recreational Trails Program** assistance, and shall be available for general public recreational trail use.

K. NONDISCRIMINATION

1. The Applicant shall comply with **Title VI of the Civil Rights Act of 1964 (P.L. 88-352)** and in accordance with **Title VI** of that act, no person in the United States shall, on the ground of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The Applicant shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the Applicant and other political subdivision or other public agency to which GRTP assistance or property acquired or developed with GRTP assistance has been transferred for public recreational trail assistance.
2. The Applicant shall comply with **Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e)** prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of the persons who are or should be benefiting from the grant-in-aid activity. **23 U.S.C. 140 (b)** authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.
3. The Applicant shall comply with the regulations and guidelines promulgated pursuant to the **Civil Rights Act of 1964** by the Secretary of Labor, FHWA and DNR.
4. The provisions of **K.1.** through **K.3.** hereinabove apply to any part of the recreational system within which the assisted facility or property exists.

L. MANUAL

The Applicant shall comply with the policies and procedures set forth in the **Georgia Recreational Trails Program** manual. Said manual is hereby incorporated into and made a part of this agreement. The Applicant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by requirements of the manual.

M. COMPLIANCE

The Applicant shall be responsible for compliance with the terms of this agreement by any political subdivision or public agency to which funds are transferred pursuant to this agreement. Failure by such political subdivision or public agency to so comply shall be deemed a failure by the Applicant to comply with the terms of this agreement.

N. INTERPRETATION

1. This agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
2. This agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

O. NON-ASSIGNMENT

Neither the performance nor the proceeds of this agreement may be assigned except with the prior written consent of the Commissioner.

P. NON-WAIVER OF BREACH

The failure of DNR at any time to require performance by the Applicant of any provision hereof, shall in no way affect the right of DNR thereafter to enforce the same, nor shall the waiver by DNR of any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver of the provision itself.

GEORGIA RECREATIONAL TRAILS PROGRAM

CERTIFICATION OF COMPLIANCE FEDERAL HIGHWAY ADMINISTRATION DISADVANTAGED BUSINESS ENTERPRISE GUIDELINES

The Recreational Trails Program (RTP), which is funded through the Federal Highway Administration, must comply with federal regulations on Disadvantaged Business Enterprises (DBEs). In most cases, RTP project sponsors will perform grant work using volunteer labor or internal staff. However, in situations where trail construction or maintenance work is contracted, these guidelines will apply.

As a condition of the grant award, each grantee shall make a good faith effort to award 10 percent of any contracts *and* subcontracts awarded under this federally funded project to DBEs.

Methods used to attain this goal, including businesses contacted and DBEs used will need to be reported in writing to the DNR prior to the award of the construction contract.

Any explanation of why the 10 percent goal was not met will also need to be reported.

The grantee understands and agrees to comply with the Disadvantaged Business Enterprise goal as a condition of the grant award.

Project: Etowah River Blue Trail at Leake Mounds Project # NRT-10(11)

Project Coordinator: _____
(Print Name)

Telephone Number: _____

Signature

Date



City of Cartersville

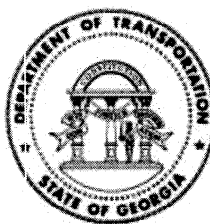
City Council Meeting

10/20/2011 7:00:00 PM

Memorandum of Understanding with GA DOT for Pettit Creek Trail

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	The attached package is the official notification from Georgia Department of Transportation that the City of Cartersville Parks and Recreation Department's "Pettit Creek Trail Phase III Connectivity Project" has been selected to received \$860,000.00 of Federal Transportation Enhancement (TE) Funding. This proposed project includes approximately 2,400' of sidewalk that will connect the Pettit Creek Trail to downtown Cartersville and approximately 7,800' of multi-use trail that will connect most of the City of Cartersville's park system. This connectivity project was a goal established in an early 2000 Visioning Session and in 2007 in the 2030 Vision Plan. With the completion of the Pettit Creek Trail Phase III that goal will have been accomplished. Jeff Lewis, our Georgia Transportation board member and David Doss, past board member was instrumental in securing these grant funds for our community. I recommend approval of Memorandum of Understanding, affidavit for E-Verify and the city council's authorization for Mayor to sign other related documents if needed.
City Manager's Remarks:	There will be a 20% local match required from next year's budget for this project. Your approval of this MOU is recommended.
Financial/Budget Certification:	
Legal:	Submitted for review
Associated Information:	

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308

October 5, 2011

Mr. Greg Anderson
Parks and Recreation
City of Cartersville
P. O. Box 1390
Cartersville, Georgia 30120

Re: Transportation Enhancement Application Selection

Dear Mr. Greg Anderson:

I am pleased to inform you that your Georgia Transportation Board Member has selected your proposed project to receive \$860,000.00 of Federal Transportation Enhancement (TE) funding.

Please find attached the Transportation Enhancement Memorandum of Understanding (MOU) and attached E-Verify Affidavit between you as the project's sponsor and the Georgia Department of Transportation (GDOT). Three (3) executed copies with original signatures need to be returned within thirty days of the date of this letter. Attached to the MOU are several certifications stating that you understand federal procurement requirements and will comply with state and federal audit requirements. Your TE project has been assigned a unique Project Identification Number, PI No. 0010700, that we request you use in all future correspondence; it enables the Department to maintain a database of all of our projects and access your project status information rapidly.

In addition to returning the attached MOU, we ask that you provide confirmation of your project's scope, an implementation schedule and budget. The confirmation of scope is very important if you received fewer funds than requested. Please contact us as soon as possible if the funds allocated are insufficient for you to advance the project within the time frame specified in the MOU.

Additionally, the most current A133 must be sent to GDOT. Please note that the A133 Audits-must be submitted electronically to A133Audits@dot.ga.gov.

GDOT will issue a Notice to Proceed with Preliminary Engineering (PE) and return a fully executed MOU after receipt of the executed attachments. Receipt of the NTP for PE is the milestone event that allows you to count the funds spent on design as part of your required 20% local match.

The Department has contracted with the firm of Moreland Altobelli Associates, Inc. (MA) to assist us with project management tasks; your contact for questions is Jeanne Kerney, P.E. She may be reached by phone at 770-263-5945, ext. 157; or by email jkerney@maai.net. Completed MOU's and attachments (other than A-133 Audit) should be mailed to:

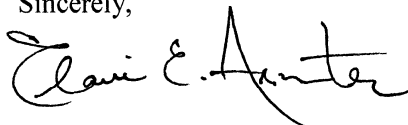
Jeanne Kerney, P.E.
Moreland Altobelli Associates, Inc.
2211 Beaver Ruin Road, Suite 190
Norcross, Georgia 30071

Please review the following checklist before returning the requested submittals:

1. Three (3) executed MOU's with original signatures and seals on page 6 mailed to MA
2. Fill in the requested information on page 7 and sign page 8, attach to MOU
3. Return one completed copy of the Internal Control Questionnaire with the MOU
4. Submit A-133 Audit electronically to: A133Audits@dot.ga.gov

Again, congratulations on your TE award. Please do not hesitate to contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Elaine E. Armster". The signature is fluid and cursive, with a large, stylized "A" at the end.

Elaine E. Armster
Special Projects Chief
Office of Program Delivery

C: File

TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GEORGIA DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF CARTERSVILLE

The City of Cartersville, hereinafter called the "SPONSOR", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for project number 0010700, hereinafter called the "PROJECT".

WHEREAS the PROJECT is a Transportation Enhancement (TE) approved for Federal-Aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

I. IT IS THE INTENTION OF THE PARTIES:

That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR'S local match of the PROJECT'S Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's approval.

II. IT IS AGREED:

- A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
- B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT'S Total Local Match.
- C. That if the PROJECT includes structures such as bridges or retaining walls, the SPONSOR will be required to use consultants pre-qualified with the DEPARTMENT.

III. IT IS AGREED:

- A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired Right-of-Way to the DEPARTMENT; producing a complete set of biddable construction plans meeting appropriate safety, access, and design standards; and preparing and forwarding construction bid procedures and documents for the DEPARTMENT'S review.
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
- C. That the SPONSOR'S expenditure prior to execution of an Agreement with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the project, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.

V. The SPONSOR shall Certify that they have read and understand the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in Attachment "A" of this AGREEMENT and will comply in full with said provisions. If the SPONSOR fails to comply, the DEPARTMENT reserves the right to require reimbursement for any and all project expenses.

VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, 2001 Edition, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to the following items:

- a. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The SPONSOR shall submit to the

DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

b. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

c. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

d. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

e. Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

VII. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes.

VIII. The PROJECT construction and right of way plans shall be prepared in English units.

IX. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

X. The SPONSOR shall be responsible for the design of all structure(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure (s) and prepare any required hydraulic and hydrological studies. The final structural plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

XI. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

XII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

XIII. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way.

XIV. Upon completion and approval of the PROJECT plans and bid documents, the Department will authorize the SPONSOR to advertise the project for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the Department's recommendation) for the PROJECT.

XV. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

XVI. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

XVII. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the project ready to bid within 30 months from the Date of the Notice to Proceed with Preliminary Engineering.

XVIII. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

XIX. IT IS AGREED:

- A. That the SPONSOR as the sub-recipient of Federal financial assistance will submit a copy of audited financial statements within 30 days of publication (in compliance with OMB Circular A-133), for all fiscal periods in which the Federal sub-grant funds are expended. GDOT reserves the right to take administrative action if the SPONSOR is unresponsive.

Financial Statements will be submitted to:

A133Audits@dot.ga.gov

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

CITY OF CATERSVILLE

Commissioner (SEAL)

Mayor

ATTEST:

Witness

Treasurer

Signed, Sealed & Delivered

This ____ Day of _____,
20____.
in the presence of:

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- (a) 49 CFR Part 18 Section 36
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement
- (b) 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 300,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the

location of and times during which the public may inspect the report.

- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- (a) Non-Federal entities that expend \$ 500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- (b) Non-Federal entities that expend less than \$ 500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- (c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
 - (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
 - (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.
- (d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

Date

Signature



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: PI 0010700, Bartow County, Pettit Creek Trail, Phase III

Contractor's Name: City of Cartersville

**STATE OF GEORGIA
CONTRACTOR AFFIDAVIT**

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 the Georgia Department of Transportation has registered with and is participating in a federal work authorization program*, 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 the Georgia Department of Transportation, 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*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



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
General Services Agreement with Southland Engineering

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	In order to more easily do business with a local engineering firm we request that this General Services Agreement be approved along with Task Order 001. This agreement establishes a relationship between the City and Southland Engineering whereby Southland is pre-qualified to do work for the City and task orders may be issued for projects that come up in which the City needs the assistance of an engineering consultant. Also find for your approval Task Order 001, this Task Order is for design of sidewalk connectivity on both sides of West Avenue between where the sidewalk currently ends in the vicinity of Terrell Drive on the east end and in the vicinity of Plymouth Drive on the west end. This engineering work will be funded from the Misc Intersections/Safety Improvement line item in the 2007 SPLOST. Public Works recommends approval of the GSA and Task Order 001.
City Manager's Remarks:	Your approval of the General Services Agreement with Southland Engineering is recommended, along with approval of Task Order 001.
Financial/Budget Certification:	This engineering work will be funded from the Misc Intersections/Safety Improvement line item in the 2007 SPLOST.
Legal:	
Associated Information:	E-verify and SAVE documents are on file for this consultant.

STATE OF GEORGIA
CITY OF CARTERSVILLE
Bartow County, GA

AGREEMENT FOR GENERAL ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between CITY OF CARTERSVILLE, Georgia, hereinafter called the "OWNER" and SOUTHLAND ENGINEERING, INC., a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "ENGINEER".

W I T N E S S E T H:

WHEREAS, the OWNER has periodic need of professional advice and engineering services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said ENGINEER to perform certain consulting engineering services as follows:

ITEM A - ENGINEER'S SERVICES

The specific services which the ENGINEER agrees to furnish and the terms the ENGINEER agrees to follow are set forth herein:

1. For each major project or task, the OWNER shall provide to the ENGINEER a detailed description of the services to be performed. The ENGINEER shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the ENGINEER containing the agreed upon description of the work and engineering services fee estimate. Each Task Order shall be assigned a project number, shall reference this Agreement, and shall be deemed an authorization for the ENGINEER to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this Agreement shall control with respect to each Task Order. Each Task Order, after execution by both parties to this Agreement, shall be incorporated into and become a part to this Agreement.
2. Signature by a representative of the OWNER on each Task Order shall constitute authorization to proceed by the ENGINEER for services defined by that Task Order.

ITEM B - COMPENSATION

1. The OWNER shall compensate the ENGINEER for providing the services enumerated in Item A in accordance with the Compensation Method identified in each Task Order. The compensation method shall be one of the following:

- a. Lump Sum

The OWNER agrees to pay and the ENGINEER agrees to accept a lump sum amount, which constitutes compensation for all of the ENGINEER'S salary costs, general and administrative overhead, direct project expenses, and profit. The OWNER agrees to pay the ENGINEER monthly based on the estimated percentage of total work completed through the billing period as certified by the ENGINEER.

- b. Standard Billing Rates

The OWNER agrees to pay the ENGINEER monthly, for work completed, on the basis of the standard billing rates of those principals and employees engaged directly on the work. ENGINEER's current billing rate schedule is listed in Exhibit A. Billing rate schedule may be adjusted on an annual basis.

Direct project expenses including, but not limited to, travel, subsistence, printing, toll telephone calls, specialized equipment rental, and professional services are also reimbursable at actual cost. Outside professional services shall have prior approval of the OWNER.

2. If the OWNER does not make monthly payments in full to the ENGINEER, the ENGINEER may suspend services on the basis of non-performance on the part of the OWNER, except when payment is withheld by terms of Federal or State contracts. When such progress payments are restored, the ENGINEER will continue services.

ITEM C - GENERAL TERMS AND CONDITIONS

1. **COMMENCEMENT OF WORK.** The performance of engineering services described in Item A shall be commenced upon receipt by the ENGINEER of written authorization from the OWNER.
2. **PROFESSIONAL STANDARDS; WARRANTY.** ENGINEER shall be responsible, to the level of care and skill ordinarily used by practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AUTHORIZATION. ENGINEER will comply with Federal and State laws, regulations, codes and standards that apply to the project at the time the services are provided. ENGINEER makes no other warranty, express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Project.

3. **PROJECT PROGRESS.** ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
4. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond ENGINEER's responsible control, including force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
5. **PROJECT DELAYS.** The ENGINEER will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this Agreement that the ENGINEER cannot be responsible for delays occasioned by factors beyond ENGINEER's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.
6. **CONFIDENTIALITY.** The ENGINEER shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
7. **ASSIGNMENTS.** The OWNER and ENGINEER each binds himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign his interest in this Agreement without the written consent of the other. ENGINEER may enter into subcontracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
8. **PERSONNEL.** The ENGINEER, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this contract. Such personnel are not employees of, nor have any contractual relationship with the OWNER.
9. **INSURANCE.** The ENGINEER shall, during the performance of the Agreement, keep in force insurance with the following minimum coverage: Workmen's Compensation Insurance, including Employer's Liability Insurance for its employees; Commercial General Liability Insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage limits to \$1,000,000; Professional Liability Insurance with limits to \$1,000,000.
10. **INDEMNIFICATION.** The ENGINEER agrees to indemnify and hold harmless the OWNER from claims, losses, costs and expenses arising out of, and to the extent caused by, the ENGINEER's negligent performance of services.

11. **TERMINATION.** The OWNER may terminate this agreement at any time by giving thirty days notice to the ENGINEER. If this Agreement is terminated, the ENGINEER shall be compensated for work actually performed and expense incurred up to date of termination. Notice of termination shall be given by the terminating party by hand delivery or mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be 33 days after the postmark, if mailed, or 30 days after date of receipt of notice, if hand delivered.
12. **COST ESTIMATES.** Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, ENGINEER's opinions of probable cost, are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as a qualified professional engineer familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ENGINEER.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the ENGINEER do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided at the normal rates in effect at the time of service.
14. **PRECEDENCE.** These GENERAL TERMS AND CONDITIONS shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENGINEER's services absent ENGINEER's express written agreement.

ITEM D - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Assist ENGINEER by placing at his disposal all known information available pertinent to the project including previous reports and any other data relative to design or construction of the project, which may be in possession of the OWNER.
2. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.
3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the ENGINEER to the OWNER, and promptly render in writing the decisions pertaining thereto, provided however, ENGINEER agrees that OWNER is relying on ENGINEER's expertise for design and specifications and is not rendering an opinion as to the accuracy or efficiency thereof, provided further that the ENGINEER will indemnify and hold harmless the OWNER for any error or

omission from said studies, reports, sketches, specifications, drawing or other documents for which a claim for damages arises out of same.

4. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER's services and to bind OWNER with respect to these items.
5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services and any defect in the project or work of contractor(s), provided, however, nothing herein shall relieve the ENGINEER of his responsibilities.
6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
7. Bear all costs incident to compliance with the requirements of this item.

ITEM E - ENGINEER'S RESPONSIBILITIES

For which a Project or Task Order has been issued, the ENGINEER shall:

1. Upon identification by the ENGINEER and approval by the OWNER of the necessity and scope of information required, obtain the data, reports, surveys, and other materials and information required for this project.
2. Evaluate all proposed projects and prepare conceptual designs.
3. Develop overall master schedule and cost estimate for total program.
4. Assist in the coordination of right-of-way acquisitions.
5. Prepare construction and right-of-way plans and specifications.
6. Represent the OWNER during construction, providing the following, but not necessarily limited to, services:
 - a. Determine and certify percentage completion of projects and determine amount of money owed to Contractor.
 - b. Interpret design and specifications to Contractor, as necessary.
 - c. Reject unacceptable work, require special testing or inspections, and take appropriate action to protect OWNER's interest and assure successful completion of the project.

- d. Inspect the projects to assess the progress and quality of work being performed and to determine that the work is progressing according to plans and specifications and deficiencies in the work of the Contractor.
- e. Provide an on site representative on an on-call basis or as Project Manager if so required by the OWNER.

ITEM F - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral, for this project.

ITEM G - GOVERNING LAW

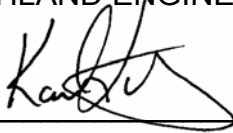
The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the _____ day of _____, 20 ____.

WITNESS:

SOUTHLAND ENGINEERING, INC.:

By: _____

By:  _____

Title: _____

Title: _____ PRESIDENT _____

ATTEST:

CITY OF CARTERSVILLE:

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A
SOUTHLAND ENGINEERING, INC.
Standard Billing Rate Schedule
January 1, 2011 through December 31, 2012

<u>Staff Type</u>	<u>Rate</u>
Principal	\$ 125.00
Project Manager	\$ 105.00
Senior Engineer	\$ 95.00
Engineer	\$ 75.00
Planner	\$ 75.00
Designer	\$ 50.00
Field Engineer	\$ 45.00
Technician	\$ 40.00
Administrative	\$ 35.00

Hourly rates are subject to a yearly escalation factor not to exceed 5%, unless an alternate factor is approved by both parties.

Expenses are reimbursed cost. Included are printing, travel, long distance telephone, and other job-related expenses. Cost is either commercial invoice or the prevailing commercial rate for printing in-house by photocopy, City Blueprints, or CADD plotter. Automobile mileage is reimbursed at \$0.52 per mile without markup.

WEST AVENUE SIDEWALK PROJECT
CITY OF CARTERSVILLE-TASK ORDER 11001-COC

TASK ORDER NO. 11-0001- COC

This Task Order, made and entered into by and between The CITY OF CARTERSVILLE, Georgia, hereinafter called the "OWNER" and SOUTHLAND ENGINEERING, INC., hereinafter called the "ENGINEER", shall be incorporated into and become a part of the Agreement for General Engineering and Consulting Services entered into by the parties hereto on _____ (the "AGREEMENT").

PURPOSE

This **Task Order** authorizes and directs the ENGINEER to proceed with assisting the OWNER by providing engineering and project management services regarding WEST AVENUE SIDEWALK project.

THE PROJECT: The project is the design of sidewalks along West Avenue. The project will begin approximately 350 feet West of the intersection of West Avenue and Terrell Drive, and terminate at the existing side walk 250 feet northeast of the Ingles Northeast driveway entrance onto West Avenue. The Sidewalks will be 5 feet in width and are proposed on both sides of the road. This will allow for the completion of a disconnected sidewalk between a residential area and a commercial area.



ENGINEER'S SCOPE OF SERVICES

Task 1 – LIST SCOPE ITEMS

1. Concept Development and Database Preparation

- The Concept Design will begin with the data base preparation. The data base preparation will be a field ran survey locating right of ways, utilities, driveways and other design pertinent items. From the data collected a base map and concept sidewalk alignment will be developed.

2. Construction Plans and Permitting

- Construction plans will provide the final alignment and coordination with utility companies.
- Provide GDOT coordination and permitting for construction in state right of way.

3. Contract Administration

- Preparation of contract documents and specifications, bid negotiations, bid administration and selection.

SCHEDULE

We anticipate the design timeline to be 8 weeks for Concept Development, 6 weeks for Construction Plans and 6 week for Contract Administration. The schedule does not include any down time for right of way negotiations or delays due to permitting by other agencies.

COMPENSATION

As consideration for providing the services enumerated within this Task Order, the OWNER shall pay the ENGINEER in accordance with the GENERAL SERVICES AGREEMENT, Item B - Compensation. The method of compensation shall be standard Lump Sum , as follows:

- | | | |
|-----------|--|--------------------------|
| A) | Item (1) Concept Development and Database Preparation | <u>\$5,150.00</u> |
| B) | Item (2) Construction Plans and Permitting..... | <u>\$4,800.00</u> |
| C) | Item(3) Contract Administration | <u>\$3,000.00</u> |

WEST AVENUE SIDEWALK PROJECT
CITY OF CARTERSVILLE-TASK ORDER 11001-COC

IN WITNESS WHEREOF, the parties hereto have executed this agreement on
this, the _____ day of _____, 2011.

WITNESS:

SOUTHLAND ENGINEERING, INC.:

By: _____

By:  _____

Title: _____

Title: _____ PRESIDENT _____

ATTEST:

CITY OF CARTERSVILLE:

By: _____

By: _____

Title: _____

Title: _____



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
Dump Body for One-Ton Truck

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	The Public Works Department solicited price quotations on a dump body for a recently approved GMC One-ton truck. Solicitations were sent to four (4) truck body manufacturers. These were: Ingram Truck Body of Ballground, Georgia; Womack Truck Body of Dallas, Georgia; Commercial Truck & Van Equipment of Norcross, Georgia and Ox Bodies of Fayette, Alabama. We received a quotation from Ingram in the amount of \$6,795.00. No other price quotations were received. For the record this advertisement was also run in the Cartersville Daily Tribune. We recommend approval of the single quotation from Ingram Truck Body of Ballground Georgia for the amount of \$6,795.00.
City Manager's Remarks:	Your approval of the bid from Ingram Truck Body is recommended.
Financial/Budget Certification:	This item is budgeted to be paid from leasepool funds and is well below budget.
Legal:	
Associated Information:	E-Verify and SAVE documentation is on file for this vendor.



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
Recycling Truck

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	Bid proposals were solicited from six solid waste equipment vendors on a top-loading recycling collection vehicle. Three proposals were received back and are summarized in the attached bid tabulation. We recommend the low bid from GSP Marketing, Inc. for the amount of \$163,492.00. This unit is expected to be delivered late December, 2011.
City Manager's Remarks:	Your approval of the recycle truck purchase from GSP Marketing is recommended.
Financial/Budget Certification:	This is a budgeted item and is well below our budgeted amount of \$200,000.
Legal:	
Associated Information:	Everify and SAVE documentation is in hand for this purchase.

CITY OF CARTERSVILLE PUBLIC WORKS										
RECYCLING VEHICLE BID OPENING										
OCTOBER 14, 2011, 12:00 NOON										
BID TABULATION										
Vendor				Chassis			Body		Delivery Cal. Days	Price
GSP Marketing, Inc.				2012			GSP		60	\$163,492.00
322 Lavansville Road				Freightliner			GS5735D			
Somerset, PA 15501				M2						
Steven Martin										
				2012						
Consolidated Disposal Systems, Inc.				International			Labrie Top Select		60-75	\$164,975.00
P.O. Box 813154				4300	(stock)					
Smyrna, GA 30081										
Bob Keller				2012						
				International			Labrie Top Select		45-75	\$174,995.00
				4300	(Ordered)					
				2012						
				Freightliner			Labrie Top Select		180-210	\$179,995.00
				M2	(Ordered)					
Municipal Equipment Sales				2012						
208 Bell Place				International			Kann		90-150	\$163,939.36
Woodstock, GA 30188				4300						
Tomas W. Riggs										
It appears that GSP Marketing, Inc. is the apparent low bidder.										

Item # 8



City of Cartersville

**City Council Meeting
10/20/2011 7:00:00 PM**

Utility Relocation for Comcast Cable on Main Street Gateway Project

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Comcast Cable has facilities on the Main Street Gateway Corridor that the City desires to be relocated from aerial cable to underground cable. Comcast has given the City an estimated cost for this relocation of \$45,858.00. The City has to pay this amount to Comcast in order for the relocation to be scheduled. The City will be billed for the actual costs and will get a refund if the project comes in less than the estimated amount and will get invoiced if the project comes in over the estimated amount. I recommend approval of this item.
City Manager's Remarks:	This is a utility relocation cost for the Main St. Gateway. Your approval of it is recommended.
Financial/Budget Certification:	This item will be funded through the SPLOST 2003 funds.
Legal:	
Associated Information:	E-verify and SAVE documents on file.

2003 SPLOST



415 Veterans Memorial Blvd
Cumming, GA 30040

Date: June 11, 2010

Mr. Thomas W. Sanders Jr., P.E., PTOE
City Engineer
City of Cartersville Public Works Depart
330 South Erwin St
Cartersville, GA 30120

RE: Main Street Gateway

Ref. # PCID # N4-105501
PCID

Dear Mr. Sanders:

Comcast would like to provide you with our cost estimate for relocating our aerial facilities to underground as requested. Our estimate for this project is \$45,858.00. If we may be of further assistance at this time you may contact me as seen below.

Sincerely,

Leigh Hutcheson
Engineer-North System
770-559-2230
Leigh_Hutcheson@cable.comcast.com

2003 SPLOST
Main St. Gateway

APPROVED		DATE APPROVED 10/10/11
ADMINISTRATION		DEPT HEAD: [Signature]
DEPT		CITY MGR
CHAPTER	AMOUNT	
100 - 1300 -		
100 - 1300 -		
321 - 9100 - 54 - 1603	45,858.00	
TOTAL		45,858.00

OK FOR PAYMENT
TWS 9/21/2011
9100-54-1603



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
Natural Gas Main Improvement

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	The Gas Department has been given an estimated cost by S.J. Patterson Company, to complete necessary taps and stops on the gas main located at the intersection of North Tennessee St. & Nelson Street of \$6,800.00. S.J. Patterson Company is a sole source provider and the fitting manufacture's representative who provides this service for the southeast. The Gas System recommends City Council acceptance of this estimate.
City Manager's Remarks:	Your approval of the SJ Patterson work as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	E-verify and SAVE are attached

Memorandum

To: Gary Riggs

From: Greg Thacker

Date: October 3, 2011

Re: Natural Gas Main Improvement
Tennessee Street at Nelson Street

The Gas System is improving approximately 70 feet of gas main located at the intersection of N. Tennessee Street and Nelson Street. This operation requires special equipment, tools and services to complete taps and stops necessary to the relocation. SJ Patterson Company is the sole source provider and the fitting manufacturer's representative that provides these skills in the southeast. SJ Patterson has submitted a total cost of \$6,800.00 to complete the taps and stops required for this project. Attached is a detailed list of the costs.



S. J. Patterson Company

240 South Lake Hills Rd.
Talladega, AL 35160

ESTIMATE

Date	Estimate #
9/28/2011	1168

Name/Address
City of Cartersville Gas System Post Office Box 1390 Cartersville, GA 30120

Item	Description	Qty	Cost	Total
3500D	3" Double Short Stop 275 Plugging Application	1	3,400.00	3,400.00
4500S	4" Single Short Stop 275 Plugging Application	1	3,000.00	3,000.00
4000	Travel Charge Per Trip	1	400.00	400.00
	Sales Tax		0.00%	0.00
T.D. WILLIAMSON PRODUCTS			Total	\$6,800.00

Signature _____

Phone #	Fax #	E-mail
205-612-1067	256-268-5613	sjpatterson.biz@gmail.com

Item # 10

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

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

Stephen J. Patterson

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

S.J. Patterson Company LLC

[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.

Stephen J. Patterson
Signature of Applicant:

10-5-11
Date

Stephen J. Patterson
Printed Name:

10-5-11

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

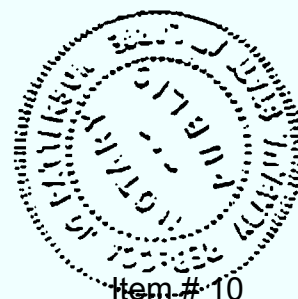
5 DAY OF October, 2011

Rebecca Jo Patterson

Notary Public
My Commission Expires 3-15-2014
My Commission Expires:

* _____
Alien Registration number for non-citizens

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



CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

310765
EEV/Basic Pilot Program* User Identification Number

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

10-5-11
Date

President
Title of Authorized Officer or Agent of Contractor

Stephen J. Patterson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

5 DAY OF October, 2011

Rebecca Jo Patterson

Notary Public

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).



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
Self Contained Breathing Apparatus

SubCategory:	Bid Award/Purchases																																								
Department Name:	Cartersville Fire Department																																								
Department Summary Recommendation:	Council Item- Equipment Purchase- SCBA This is a request for the purchase of Self Contained Breathing Apparatus, spare bottles and mask that will be placed on the new fire apparatus that council purchased in December of 2010. All equipment is required by and compliant with National Fire Protection Standards (NFPA), this equipment is also calculated into the ISO (Insurance Service Organization) rating for our city. This is a critical piece of equipment that has a direct effect on the health and safety of our firefighters and citizens. A total of six quotes were requested and only two quotes were returned. We recommend the low bid from American Safety and Fire in the amount of \$41,080.00. Contained Breathing Apparatus <table><thead><tr><th>Equipment</th><th>Quantity</th><th>MES</th><th>Ten-8</th><th>American</th><th>Municipal</th><th>FireLine</th><th>Georgia</th></tr></thead><tbody><tr><td>4.5 with mask and bottle</td><td>8</td><td>35109.28</td><td>NQ</td><td>32800</td><td>NQ</td><td>NQ</td><td>NQ</td></tr><tr><td>Scott bottle Composite</td><td>8</td><td>6805.28</td><td>NQ</td><td>6800</td><td>NQ</td><td>NQ</td><td>NQ</td></tr><tr><td>Mask</td><td>8</td><td>1469.36</td><td>NQ</td><td>1480</td><td>NQ</td><td>NQ</td><td>NQ</td></tr><tr><td></td><td></td><td>43383.92</td><td></td><td>41080</td><td></td><td></td><td></td></tr></tbody></table>	Equipment	Quantity	MES	Ten-8	American	Municipal	FireLine	Georgia	4.5 with mask and bottle	8	35109.28	NQ	32800	NQ	NQ	NQ	Scott bottle Composite	8	6805.28	NQ	6800	NQ	NQ	NQ	Mask	8	1469.36	NQ	1480	NQ	NQ	NQ			43383.92		41080			
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City Manager's Remarks:	Your approval of the low bid to American Safety and Fire for self contained breathing apparatus is recommended.																																								
Financial/Budget Certification:	This is budgeted as a leasepool item.																																								
Legal:																																									
Associated Information:	E-Verify and SAVE documents are completed and on hand.																																								

**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

Neal Whatley

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

American Safety & Fire House

[Name of business, corporation, partnership]

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

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


Signature of Applicant:

10/5/11
Date

Neal Whatley

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
5th DAY OF October, 2011



Notary Public

My Commission Expires DECEMBER 28TH, 2011

CARON WOODS
NOTARY PUBLIC

WINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 28TH, 2011

* _____
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.

129761
EEV/Basic Pilot Program* User Identification Number

American Safety & Fire House

Oct.05,2011

BY: Authorized Officer or Agent
(Contractor Name)

Date

Vice President

Title of Authorized Officer or Agent of Contractor

Neal Whatley

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

05th DAY OF October, 2011

Caron Woods

Notary Public

My Commission Expires:

CARON T WOODS
NOTARY PUBLIC

WINNETT COUNTY, GEORGIA

MY COMMISSION EXPIRES DECEMBER 28TH, 2011

* 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
10/20/2011 7:00:00 PM
Firefighter Hose Equipment

SubCategory:	Bid Award/Purchases																																																																																																			
Department Name:	Cartersville Fire Department																																																																																																			
Department Summary Recommendation:	Council Item- Equipment Purchase- Hose This is a request for the purchase of various sizes and lengths of firefighter hose that will be placed on the new fire apparatus that council purchased in December of 2010. All hose is required by and compliant with National Fire Protection Standards (NFPA), this equipment is also calculated into the ISO (Insurance Service Organization) rating for our city. A total of six quotes were requested and all quotes were returned. We recommend the low bid from Georgia Fire and Rescue in the total amount of \$19,683.68 which is \$5316.32 below our budgeted amount. <table border="1"><thead><tr><th colspan="9">HOSE QUOTE</th></tr><tr><th>Equipment</th><th>Quantity</th><th>MES</th><th>Ten-8</th><th>American</th><th>Municipal</th><th>FireLine</th><th>Georgia</th><th></th></tr></thead><tbody><tr><td>5" LDH Hose</td><td>1200 ft</td><td>6786.72</td><td>8086.8</td><td>8040</td><td>8400</td><td>8280</td><td>7174.8</td><td></td></tr><tr><td>3" Supply Hose</td><td>2400 ft</td><td>8666.88</td><td>7773.6</td><td>7440</td><td>7680</td><td>7632</td><td>7156.8</td><td></td></tr><tr><td>2.5 " Supply Hose</td><td>800 ft</td><td>2177.76</td><td>1836</td><td>1920</td><td>1760</td><td>1728</td><td>1824</td><td></td></tr><tr><td>1.75" Hose</td><td>1500 ft</td><td>2799.9</td><td>2488.5</td><td>2640</td><td>2550</td><td>2490</td><td>2349</td><td></td></tr><tr><td>1.75" Hose</td><td>200 ft</td><td>337.78</td><td>250</td><td>290</td><td>270</td><td>250</td><td>300</td><td></td></tr><tr><td>1" Hose</td><td>400 ft</td><td>537.8</td><td>500</td><td>440</td><td>396</td><td>380</td><td>426</td><td></td></tr><tr><td>1.75 Hose</td><td>4</td><td>222.24</td><td>168</td><td>300</td><td>260</td><td>180</td><td>252.84</td><td></td></tr><tr><td>2.5 Hose</td><td>4</td><td>324.48</td><td>225</td><td>400</td><td>336</td><td>346</td><td>200.24</td><td></td></tr><tr><td></td><td></td><td>21853.56</td><td>21327.9</td><td>21470</td><td>21652</td><td>21286</td><td>19683.68</td><td></td></tr></tbody></table>	HOSE QUOTE									Equipment	Quantity	MES	Ten-8	American	Municipal	FireLine	Georgia		5" LDH Hose	1200 ft	6786.72	8086.8	8040	8400	8280	7174.8		3" Supply Hose	2400 ft	8666.88	7773.6	7440	7680	7632	7156.8		2.5 " Supply Hose	800 ft	2177.76	1836	1920	1760	1728	1824		1.75" Hose	1500 ft	2799.9	2488.5	2640	2550	2490	2349		1.75" Hose	200 ft	337.78	250	290	270	250	300		1" Hose	400 ft	537.8	500	440	396	380	426		1.75 Hose	4	222.24	168	300	260	180	252.84		2.5 Hose	4	324.48	225	400	336	346	200.24				21853.56	21327.9	21470	21652	21286	19683.68	
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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.

146800

EEV/Basic Pilot Program* User Identification Number

BY: Jeff Whidby, Jeff Whidby
(Authorized Officer or Agent)
(Contractor Name)

10-3-11
Date

Vice President
Title of Authorized Officer or Agent of Contractor

Jeff Whidby
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

3 DAY OF Oct, 2011

Carolyn Haynes
Notary Public

My Commission Expires CAROLYN HAYNES
Notary Public, Cherokee County, State of Georgia
My Commission Expires March 29, 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

Jeff Whidby

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

Georgia Fire + Rescue Supply

[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.

Jeff Whidby
Signature of Applicant:

10-3-11
Date

Jeff Whidby
Printed Name:

10-3-11

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

3 DAY OF Oct, 2011

*

Alien Registration number for non-citizens

Carolyn Haynes
CAROLYN HAYNES

Notary Public, Cherokee County, State of Georgia
My Commission Expires March 29, 2014

*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
10/20/2011 7:00:00 PM
Ten 8 Nozzle and Valves

SubCategory:	Bid Award/Purchases							
Department Name:	Cartersville Fire Department							
Department Summary Recommendation:	Council Item- Equipment Purchase- Nozzles and Valves							
	This is a request for the purchase of various nozzles valves and adapters that will be placed on the new fire apparatus that council purchased in December of 2010. All hose is required by and compliant with National Fire Protection Standards (NFPA), this equipment is also calculated into the ISO (Insurance Service Organization) rating for our city. A total of six quotes were requested and all quotes were returned. One was dropped from this section due to an incomplete quote. We recommend the low bid from Ten-8 Fire Equipment in the total amount of \$27,400.73.							
	Nozzles and Valves							
	Equipment	Quantity	MES	Ten-8	American	Municipal	FireLine	Georgia
	ght Stack Tips w/brackets	4	4524	2939.4	3292	3424	3401.48	NQ
	ombination Nozzles w/ 4 quick brackets	6	6936	5500.16	6292	9104	4867.04	NQ
	n Nozzles	12	13080	7627.2	8100	9420	9120	NQ
	Nozzle with bracket	2	954.8	844.58	1070	860	984	775.5
	acktips	2	1544.7	419.3	110	312	490	1218
	m Enductor NST	2	1089.42	780.3	960	1016	947.64	840
	n Expansion Tube with matching nozzle &	2	330.58	287.4	330	410	360	NQ
	e Deck Gun with Fog Nozzle & Stack Tips	2	7752.94	4664.5	7150	5796	3824	NQ
		2	915.58	752.7	850	760	950	337
		4	755.08	1098.4	740	680	1360	720
	n 2 Mounting Brackets	4	745.24	765.83	872	1068	1060	910
	2.5"	4	87.24	85	92	96	84	116
	5"	4	52.92	46.8	56	62	52	83.32
	5" Female	2	30.88	31.46	36	36	42	48.18
	1.5" Male	4	60.36	49.8	64	31	60	90.08
	1" Male	2	27.68	20	30	30	28	42.88
	ose reducer	2	52.88	40.8	56	52	48	67.32
	ake	2	1606.4	1447.1	1720	1500	1780	1544.4
			40546.7	27400.73	31820	34657	29458.16	Incomplete
City Manager's Remarks:	Award of bid to Ten 8 for nozzle valves and adapters, for new purchased fire apparatus, is recommended.							
Financial/Budget Certification:	This is budgeted as a leasepool item.							
Legal:								
Associated Information:	E-Verify and SAVE documents are completed and on hand.							

**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

DANN A. BOUWER

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

TEN-8 FIRE EQUIPMENT, INC.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

[Signature]
Signature of Applicant:

10/7/11
Date

Dann A. Bouwer
Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

7th DAY OF October, 2011

Karen J. Transue
Notary Public

My Commission Expires:



*

Alien Registration number for non-citizens

KAREN J. TRANSUE
MY COMMISSION # DD 982874
EXPIRES: May 28, 2014
Bonded Thru Budget Notary Services

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

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

205879
EEV/Basic Pilot Program* User Identification Number

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

10/7/11
Date

President
Title of Authorized Officer or Agent of Contractor

Dann A. Bower
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

24 DAY OF October, 2011

Karen J. Transue
Notary Public

My Commission Expires:

5/28/2014



KAREN J. TRANSUE
MY COMMISSION # DD 982874
EXPIRES: May 28, 2014
Bonded Thru Budget Notary Services

* 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
10/20/2011 7:00:00 PM
Thermal Imaging Camera

SubCategory:	Bid Award/Purchases																
Department Name:	Cartersville Fire Department																
Department Summary Recommendation:	Council Item- Equipment Purchase- Thermal Image Equipment This is a request for the purchase of the Thermal Image System that will be placed on the new fire apparatus that council purchased in December of 2010. This is a critical piece of equipment that has a direct effect on the safety of our firefighters and citizens and aids in the reduction of fire loss. This is a specialized piece of equipment that allows firefighters to find victims along with the base of a fire during zero visibility conditions they encounter. We have been able to utilize this equipment to also locate small hidden fires which has been very effective in reducing property loss. A total of six quotes were requested and only two quotes were returned. We recommend the low bid from Fireline in the amount of \$16,999.00. All equipment is required by and compliant with National Fire Protection Standards (NFPA), this equipment is also calculated into the ISO (Insurance Service Organization) rating for our city. This is a standard piece of equipment for all of our apparatus and brand specific to the MSA Evolution. <table><thead><tr><th>Thermal Imaging Equipment</th><th>Quantity</th><th>MES</th><th>Ten-8</th><th>American</th><th>Municipal</th><th>FireLine</th><th>Georgia</th></tr></thead><tbody><tr><td>Thermal Imaging Equipment with Truck Mounts</td><td>2</td><td>NQ</td><td>18120.2</td><td>NQ</td><td>NQ</td><td>16999</td><td>NQ</td></tr></tbody></table>	Thermal Imaging Equipment	Quantity	MES	Ten-8	American	Municipal	FireLine	Georgia	Thermal Imaging Equipment with Truck Mounts	2	NQ	18120.2	NQ	NQ	16999	NQ
Thermal Imaging Equipment	Quantity	MES	Ten-8	American	Municipal	FireLine	Georgia										
Thermal Imaging Equipment with Truck Mounts	2	NQ	18120.2	NQ	NQ	16999	NQ										
City Manager's Remarks:	Your approval of the thermal imaging camera from Fireline in the amount of \$16,999.00 is recommended.																
Financial/Budget Certification:	This is budgeted as a leasepool item.																
Legal:																	
Associated Information:	E-Verify and SAVE documents are completed and on hand.																

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.

112687
EEV/Basic Pilot Program* User Identification Number

Holly McDonel
BY: Authorized Officer or Agent
(Contractor Name)

10/13/11
Date

acct.
Title of Authorized Officer or Agent of Contractor
Holly McDonel
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

13 DAY OF October, 2011

Starr Sheppard
Notary Public

My Commission Expires:

May 17, 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

Jim Barron

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

FIRELINE INC.

[Name of business, corporation, partnership]

- 1) YES I am a United States citizen
- 2) YES 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.

Jim Barron

Signature of Applicant:

10-13-2011

Date

Jim Barron

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF October, 2011

Hollye Hodges McDONEL

Notary Public

My Commission Expires:

HOLLYE HODGES MCDONEL, N.P.
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES OCT. 28, 2012

* _____
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:

Fire Attack

Every EVOLUTION 5000 TIC model is ideal for locating the seat of any fire, as well as for pinpointing and isolating hidden fires.

Incident Control, Hazardous Materials, Ventilation

The high definition EVOLUTION 5200 HD is designed for observing what is occurring inside the fire area using real time video transmission. These devices enable the user to systematically identify and track the sources and movement of contaminants, as well as to locate areas of heat accumulation and possible ventilation points.

Police Tasks

Search and rescue missions, as well as premises scan/search, surveillance, pursuit and search and seizure/arrest operations will benefit from the brilliant, high resolution image of the EVOLUTION 5200 HD. The technology enables functions such as scanning complex zero-visibility environments, displaying visible images of elusive or hidden individuals and detecting fresh prints.





City of Cartersville

**City Council Meeting
10/20/2011 7:00:00 PM
Etowah Drive Water Main Replacement**

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recommendation:	The Water Department has requested Jordan, Jones and Goulding to provide a proposal for Engineering Services for design, bidding and construction services for the Etowah Drive Water Main Replacement Project. This project will involve the replacement of approximately 4,500 of existing water mains consisting of 6-inch cast iron and 2-inch diameter and smaller galvanized lines. A number of fire hydrants in this area are non-functioning or have insufficient flows for fire fighting. Replacement of these mains will allow for increased flows and improved water quality. The proposal from Jordan, Jones and Goulding is for an amount not to exceed \$64,700.00. This price is considered reasonable given the scope of the project. The cost is to be paid from the budget for capital improvements and is to be reimbursed later from a bond issue. I recommend approval of this contract.
City Manager's Remarks:	This is a much needed project as the lines in this area along Etowah Drive are substandard, when we consider what is needed for fire protection. Your approval of the agreement with Jacobs to design this project is recommended.
Financial/Budget Certification:	The cost is to be paid from the budget for capital improvements and is to be reimbursed later from a bond issue.
Legal:	
Associated Information:	Everify and SAVE are already on file for this project.



City of Cartersville

City Council Meeting
10/20/2011 7:00:00 PM
Alcohol Control Board Appeals

SubCategory:	Public Hearing
Department Name:	Administration
Department Summary Recommendation:	Please see attached memo from Keith Lovel regarding the three Alcohol Control Board Appeals. Those appealing are Hilton Garden Inn, Tarascos and Knights.
City Manager's Remarks:	Three establishments are appealing recent ACB actions. Those being Hilton Garden Inn, Tarascos and Knights. The appeal letters are attached along with information from the Assistant City Attorney. He will lead you through this process.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, P.C.
ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

MEMO

To: Mayor and City Council

From: E. Keith Lovell, Assistant City Attorney

Date: October 12, 2011

Re: Appeals of Orders of Alcohol Control Board

On September 21, 2011 the Alcohol Control Board conducted hearings in regard to violators of selling alcohol to a minor. Overall, there were seven establishments who either pled guilty, no contest or were found guilty of selling alcohol to a minor as a result of an undercover operation by the State of Georgia Department of Revenue and a second undercover operation by the City of Cartersville. As a result of said hearings, seven (7) establishments had imposed on each a fine of \$2,500 and three (3) years probation for the violation after their hearing. Three (3) of the seven (7) have appealed the amount of fine and length of probation, not the violation itself.

The three establishments that are appealing are Knights 1889, LLC, Tarascos Tacos and Wings and Hilton Garden Inn.

The City Manager has designated me to respond to the appeals on his behalf.

The record from said hearing is attached.

Exhibit A - Agenda and related documents and video from 9/21/11 ACB meeting

Exhibit B – Minutes of 9/21/11 meeting of ACB

Exhibit C – Orders on Knights 1889, LLC, Tarascos Tacos and Wings and Hilton Garden Inn

Exhibit D – Appeal letters from Knights 1889, LLC, Tarascos Tacos and Wings and Hilton Garden Inn

Included herein are relevant portions of City Code Section 4-209 which governs appeals:

(e) (1) Prior to imposing any sanction authorized by this section, the director of planning and development, his/her designee shall provide written notice to the licensee specifying the licensee's alleged violations of this chapter and the date, time

and place of the hearing to be held before the alcohol control board to determine if the violations have occurred. The date of the hearing shall be not less than five (5) nor more than thirty (30) days after the date of the written notice. Hearings shall be conducted consistent with rules applied in administrative proceedings which shall ensure that each party may present evidence, cross-examine witnesses, and be represented by legal counsel. All testimony shall be sworn. The city shall have the responsibility to present evidence sufficient to carry the burden of proof by a preponderance of the evidence. Following the hearing, the alcohol control board shall prepare a written order to include findings, conclusions and sanction, if any. A copy of the order shall be forwarded by certified mail to the licensee the same date it is filed in the office of planning and development and/or hand delivery to the licensee or their establishment.

(2) The order issued by the alcohol control board in accordance with the procedures outlined in subsection (e)(1) of this section shall be stayed for a period of fourteen (14) days after the issuance of the order. During this fourteen-day period, the licensee shall have the right to file an appeal to the mayor and city council. If the licensee does not file a timely appeal, the order shall be final. If an appeal is filed, any monetary penalty imposed must be paid to the director of planning and development and said funds shall be held in escrow until final disposition of said appeal. If the appellant prevails in the appeal, said funds shall be returned.

(3) Additionally, if an applicant is denied a license, said applicant shall have the right to appeal same to the mayor and city council within fourteen (14) days of the date of denial.

(4) The notice of appeal to the mayor and city council shall be in writing and accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The notice of appeal must be filed in writing at the office of planning and development. The grounds for the appeal shall be limited to issues that were addressed in the hearing. Upon receipt of a notice of appeal, the city manager shall submit the entire record of the case to the mayor and city council and the planning and development director or his/her designee may also submit a memorandum in response to the memorandum filed by the licensee. The planning and development director or his/her designee shall place the appeal on the agenda of the next regular council meeting occurring not less than ten (10) or more than thirty (30) days after receipt of the appeal, unless the parties stipulate to another date. The appellant shall have the right to be represented by legal counsel. At the hearing, the mayor and city council will receive oral arguments on the written memoranda and the evidence in the record. The right to offer oral argument may be waived. No additional evidence or arguments shall be permitted at the council meeting, and the council shall base its decision on the memoranda, oral arguments, if any, and other evidence in the record. Following the appeal hearing, the council may sustain, overrule or modify the order. In lieu of suspension or revocation, the mayor and city council may impose a fine upon any licensee, such fine as set forth in this chapter, for each violation occurring on the licensed

premises. The mayor and city council shall also have the option to remand the matter to the alcohol control board for a de novo hearing or for the taking of additional evidence on specific points. The mayor and city council have thirty (30) days from the date of the hearing to render a decision in this matter. If the city council does not refer the matter back to the alcohol control board the decision of the mayor and city council shall be final and the appellant shall have the right to seek a writ of certiorari to the superior court of the county within thirty (30) days of the final action of the mayor and city council. The final action of the city council shall be reduced to a written order signed by the mayor. The original of the mayor's order shall be filed in the record of the case, and a copy of the order shall be included in the minutes of the mayor and city council meeting. It shall be the responsibility of the city clerk to provide a copy of the order to the appellant.

The important factors for consideration are:

(1) At the hearing only oral arguments may be presented in addition to the record forwarded to you and this memorandum in rendering your decision.

(2) A party may waive its right to oral argument.

(3) The Council may sustain, overrule, or modify the Order, or may remand for further consideration by the Alcohol Control Board.

(4) The Council has thirty (30) days from the date of the appeal hearing to render its decision.

(5) The factors to be considered in mitigating a penalty are detailed in Section 4-209(f) which are included below.

(f) The penalties for establishments and license holders may be mitigated if such establishments are found to have maintained an effective compliance program. Factors to be considered are:

(1) Whether and to what extent the establishment requires its servers to attend alcohol ordinance compliance seminars.

(2) Whether the establishment conducts its own "secret shopper" or internal "sting" operations.

(3) Whether the establishment has a written policy dealing with the problems of minors attempting to obtain alcohol at such establishment.

(4) Whether the establishment has appropriate signs and other displays such as "We ID" or "If you're a minor, the soft drinks are this way".

(5) The degree to which the establishment has procedures in place to monitor its servers for compliance with the ordinance.

(6) Whether the establishment makes available a copy of the ordinance to its servers.

(7) Extent to which the establishment has met the other requirements of the ordinance.

(8) Other evidence demonstrating the establishment's compliance with the ordinance and prevention of underage drinking in the establishment and the community at large.

Pursuant to Code Section 4-209(e)4, I am filing a response regarding the appeals.

(1) Tarascos Tacos and Wings. Pled no contest and by unanimous motion the Alcohol Control Board imposed a fine of \$2,500.00 and a probation period of three (3) years. The maximum recommended penalty pursuant to City Code Section 4-209(c). Although no memorandum in support of their appeal has been provided, their letter states that the issue they wish to address is not their plea, but the amount of fine and length of probation. As to a possible reduction of the fine and penalty, Staff has no recommendation and leaves that to Council's discretion, after its review of the record, appeal notice and oral argument to be presented.

(2) Hilton Garden Inn. Pled no contest and by unanimous motion the Alcohol Control Board imposed a fine of \$2,500.00 and a probation period of three (3) years. The maximum recommended penalty pursuant to City Code Section 4-209(c). Although no memorandum in support of their appeal has been provided, their letter states that the issue they wish to address is not their plea, but the amount of fine and length of probation. As to a possible reduction of the fine and penalty, Staff has no recommendation and leaves that to Council's discretion, after its review of the record, appeal notice and oral argument to be presented.

(3) Knights 1889, LLC. Unlike the first two appellants, Knights did present a memorandum in support of their appeal. However, like Tarascos and Hilton, they are only appealing the severity of the fine and length of probation. On the third motion considered by the Board being a vote of 3-2 a fine of \$2,500.00 and a three (3) year probation period was imposed. The first motion for a fine of \$2,500.00 and a three (3) year probation period failed in a 2-2 vote, after the Chairman abstained. The second motion for a \$1,000.00 fine and three (3) year probation period failed in a 2-2 vote after the Chairman abstained

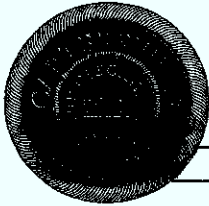
The factual summary provided by Knights, LLC is reflective of the evidence and statements presented at the hearing; although Staff disagrees with the statement that the Board by following a policy of fining everyone the same did not provide a due process

hearing. This was in reference to comments made by Member Stewart. No other member of the Board addressed them prior to their motion.

Additionally, the Board considered the mitigation factors presented by Knights in rendering its final decision. Again, Staff has no recommendation on this matter and leaves it to Council's discretion, after its review of the record, appeal notice and oral argument to be presented.

EKL/src

EXHIBIT A



City of Cartersville

PLANNING & DEVELOPMENT

ALCOHOL CONTROL BOARD AGENDA

Board Members:

Jack Reeves, Chair

Robby Stewart

Ric Napps, Vice Chair

Martha Wellsandt

Christine Brown

ALCOHOL CONTROL BOARD REGULAR MEETING

3RD FLOOR, CITY HALL

Wednesday, September 21, 2011 at 10:00 A.M.

City Hall Council Chambers, 3rd Floor, 10 N. Public Square

Meeting Called to Order

Roll Call

Items for Consideration:

1. Approval of minutes of the August 10, 2011
2. Violation Hearings (Investigations conducted by Cartersville Police Department):

Mexicana Steak House and Grill

904 Joe Frank Harris Parkway

License Holder: Basem "Sam" Salame

Violation: Purchased by or Selling to Underage Person

City Wings

1135 North Tennessee Street

License Holder: Jose Augusto Sanchez

Violation: Purchased by or Selling to Underage Person

Tarascos Taco & Wings

1350 Joe Frank Harris Parkway

License Holder: Vanessa Cabanas

Violation: Purchased by or Selling to Underage Person

Hilton Garden Inn
24 Liberty Drive
License Holder: Dinesh Mehta
Violation: Purchased by or Selling to Underage Person

3. Violation Hearings (Investigation conducted by Georgia Department of Revenue)

Pizza Hut
122 Merchant Square
License Holder: Karyn Abreu
Violation: Purchased by or Selling to Underage Person

Dragon Garden Restaurant
548 Martin Luther King, Jr. Drive
License Holder: Xin Lin
Violation: Purchased by or Selling to Underage Person

Knight's 1889, LLC
24 West Main Street
License Holder: Robert J. Knight
Violation: Purchased by or Selling to Underage Person

MINUTES OF THE ALCOHOL CONTROL BOARD

The Alcohol Control Board met in a regular meeting on Wednesday, August 10, 2011 at 10:00 A.M. in the Council Chambers, 3rd Floor, City Hall.

Present: Martha Wellsandt, Christine Brown, Robby Stewart and Jack Reeves

Absent: Ric Napps

Staff Present: Pete Alday, Keith Lovell, and Connie Keeling

Guests: See Attached Attendance Register

Alcohol Control Board Meeting Minutes

Chairman Reeves called the meeting to order and asked for a motion on the minutes of the June 15, 2011 meeting.

A motion to approve the minutes for June 15, 2011 was made by Board Member Wellsandt and seconded by Board Member Brown. Motion passed unanimously. Vote 3-0

Review of Beer/Wine/Distilled Spirits Pouring License by William F. Dowd for Ruby Tuesday located at 305 Market Place Blvd. (Change of Managers).

Chairman Reeves called the next item. William Dowd came forward for Beer/Wine/Distilled Spirits Pouring License and stated that the reason for this application was a change of managers.

A motion to approve the Beer/Wine/Distilled Spirits Pouring License for Ruby Tuesday was made by Board Member Wellsandt and seconded by Board Member Brown. Motion passed unanimously. Vote 3-0

Review of Beer Package License by Wahia Mustaq for All American Brothers Grocery, Tobacco & Beer located at 145 West Main Street. (New License)

Chairman Reeves called the next item. Wahia Mustaq came forward for a Beer Package License and stated that the reason for this application was a new license.

A motion to approve the Beer Package License was made by Board Member Wellsandt and seconded by Board Member Stewart. Motion passed unanimously. Vote 3-0

Review of Cledus T's Public Nuisance Hearing scheduled for Tuesday, August 9, 2011 at 2:00 p.m.

Keith Lovell, Assistant City Attorney informed the board of the outcome of the court hearing for Cledus T's. Mr. Lovell stated that the judge ruled that Cledus T's did not rise to the status of a public nuisance at this time and were fined for the violations they had received.

Bartow-Cartersville Drug Task Force

INVESTIGATIVE SUMMARY

Case Number : 20113716
Victim : State of Georgia
Investigator : A.L. Pettepher
Date : 7/25/2011

On Monday, July 26, 2011 at approximately 1557 hours I entered Mexicana Grill located at 904 Joe Frank Harris Pkwy Cartersville, GA 30120 along with an underage minor in an attempt to make an illegal purchase of alcohol. We sat down at the bar and ordered a beer. The bartender/suspect was not wearing any type of identification but is described as a white female in her twenties with red hair. I observed the suspect serve the minor a beer. After the beers were served we waited a few minuets paid and left the restaurant. The incident was video recorded.

Reporting Investigator : A.L. Pettepher
Report Date : _____
Approving Supervisor : J.L. Cheek
Date Approved : _____

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

FAX (770) 386-1116
(770) 382-7484

September 7, 2011

Via Certified and Hand Delivery

Basem Sam Salame
Mexicana Steak House & Grill
904 Joe Frank Harris Parkway
Cartersville, GA 30120

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License # DSPR-000000150, MBWPR-000000177
and ALCSS-000000048
License Holder: Basem Sam Salame
Notice of Alcohol Violation
Establishment: MEXICANA STEAK HOUSE & GRILL

Dear Mr. Salame:

This is to advise that the Revocation Hearing originally scheduled for September 14, 2011 has been rescheduled to September 21, 2011 at 10:00 a.m. You are required to attend.

This 7th day of September, 2011.

Very truly yours,

Archer & Lovell, PC



E. Keith Lovell
Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper



Hand Delivered to Basem Salam this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer.

BY: Christopher E. Williams CE Officer

Occupational Tax License City of Cartersville, Georgia



Business Information:

MEXICANA STEAK HOUSE & GRILL
904 JOE FRANK HARRIS PRWY
CARTERSVILLE, GA 30120

License Number
DSPR-000000150

Business Address: 904 JOE FRANK HARRIS PRWY

Business Type: DISTILLED SPIRITS POURING
Customer Number: 171231

License Issued To: BASEM SAM SALAME

License Amount: \$ 1,500.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

A handwritten signature in cursive script, reading "Randy Manning".

Director of Planning and Development

Date Issued: December 15, 2010

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

MEXICANA STEAK HOUSE & GRILL
904 JOE FRANK HARRIS PRWY
CARTERSVILLE, GA 30120

License Number
MBWPR-000000177

Business Address: 904 JOE FRANK HARRIS PRWY

Business Type: MALT BEV. WINE POURING
Customer Number: 171231

License Issued To: BASEM SAM SALAME

License Amount: \$ 900.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 15, 2010

A handwritten signature in cursive script, reading "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

MEXICANA STEAK HOUSE & GRILL
904 JOE FRANK HARRIS PRWY
CARTERSVILLE, GA 30120

License Number

ALCSS-000000048

Business Address: 904 JOE FRANK HARRIS PRWY

Business Type: SUNDAY ALCOHOL SALES

Customer Number: 171231

License Issued To: BASEM SAM SALAME

License Amount: \$ 300.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 15, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**



Mexicana Grill

03/02/2011

NO - LAMAR WALKS W/RO

SAMANTHA

RO408

~~SAMANTHA RO408~~

03/20

217 KEDWA COURT

ACUMBER, CA.

CGU 678-992-5839

DOB / 03/20 / 1991

SSN / 296-79-6995

Bartow-Cartersville Drug Task Force

INVESTIGATIVE SUMMARY

Case Number : 20113716
Victim : State of Georgia
Investigator : A.L. Pettepher
Date : 7/25/2011

On Monday, July 26, 2011 at approximately 1527 hours I entered City Wings located at 1135 N Tennessee St Cartersville, GA 30120 along with an underage minor in an attempt to make an illegal purchase of alcohol. The minor and I sat down at a table and both ordered a beer. The server was not wearing any type of identification but is described as a Hispanic female in her mid thirties to early forties with dark hair. She asked to see our IDs and I showed her mine while the minor stated he left his at home and would go get it. We were about to get up to leave and she stated no it was ok and looked at me and asked if he was old enough. I told her yes and she served both of us. After the beers were served we waited a few minuets paid and left the restaurant. The incident was video recorded.

Reporting Investigator	:	A.L. Pettepher
Report Date	:	
Approving Supervisor	:	J.L. Cheek
Date Approved	:	

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

September 7, 2011

FAX (770) 386-1116
(770) 382-7484

Via Certified and Hand Delivery

Jose Augusto Sanchez
City Wings, Inc.
1135 N. Tennessee Street
Cartersville, Georgia 30120

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License #MBWPR-000000131 and ALCSS-000000008
License Holder: Jose Augusto Sanchez
Notice of Alcohol Violation
Establishment: CITY WINGS

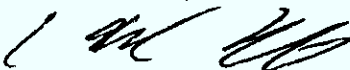
Dear Mr. Sanchez:

This is to advise that the Revocation Hearing originally scheduled for September 14, 2011 has been rescheduled to September 21, 2011 at 10:00 a.m. You are required to attend.

This 7th day of September, 2011.

Very truly yours,

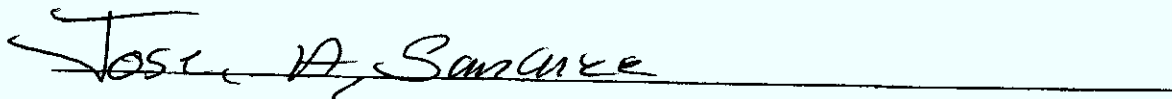
Archer & Lovell, PC



E. Keith Lovell
Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper



Hand Delivered to Jose Miguel Saurio this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer.

BY: Christopher E. Williams CE Officer

Occupational Tax License City of Cartersville, Georgia



Business Information:

CITY WINGS INC
1135 N TENNESSEE ST
CARTERSVILLE, GA 30120

License Number
MBWPR-000000131

Business Address: 1135 N TENNESSEE ST

Business Type: BEER AND WINE POURING

Customer Number: 149965

License Issued To: JOSE AUGUSTO SANCHEZ

License Amount: \$ 900.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: January 03, 2011

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

CITY WINGS INC
1135 N TENNESSEE ST
CARTERSVILLE, GA 30120

License Number
ALCSS-000000008

Business Address: 1135 N TENNESSEE ST

Business Type: SUNDAY ALCOHOL SALES
Customer Number: 149965

License Issued To: JOSE AUGUSTO SANCHEZ

License Amount: \$ 300.00

This License is valid through: December 31, 2011

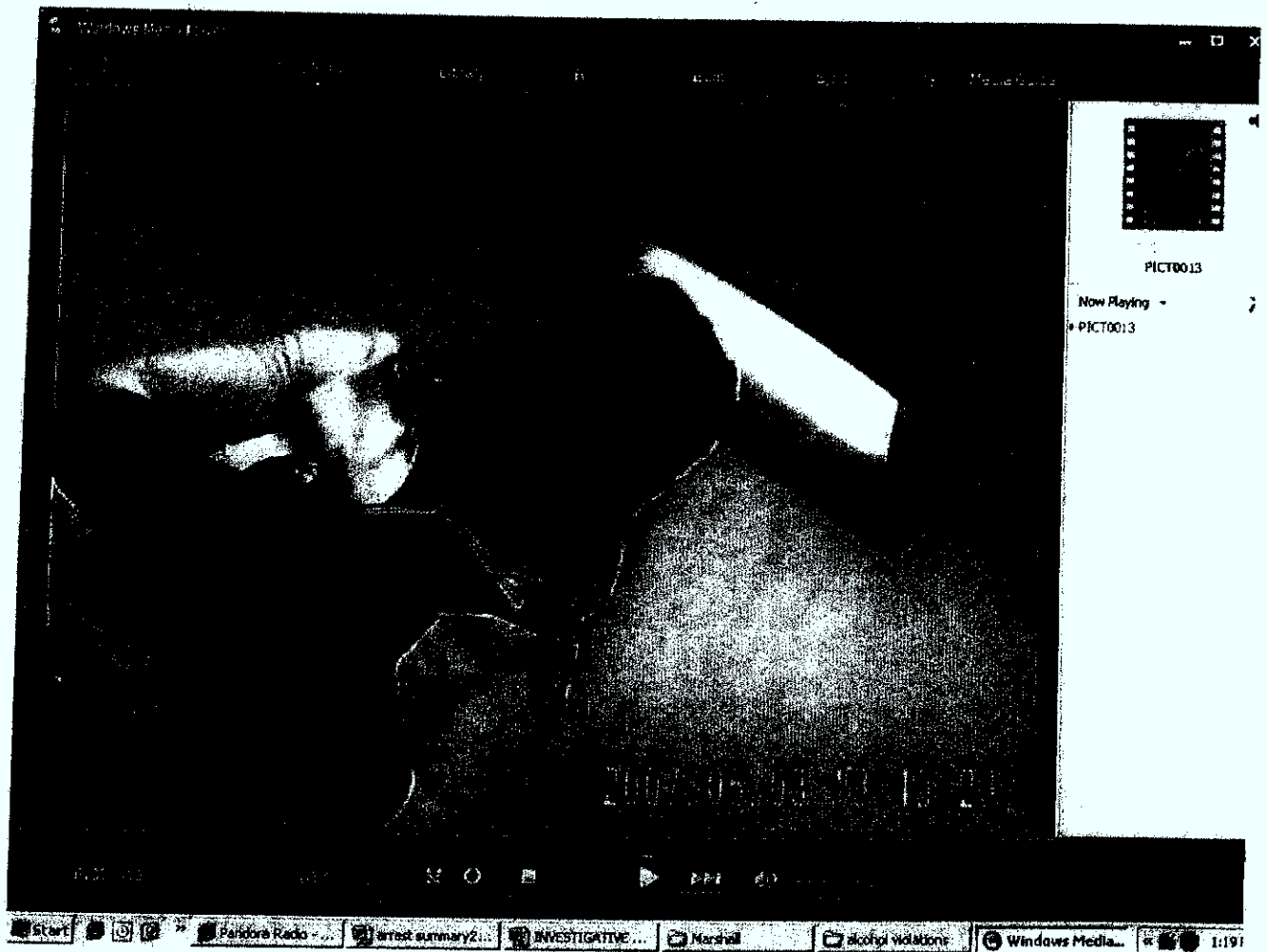
This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

Date Issued: January 03, 2011

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**



City wings
Clarice La. Sanchez

Bartow-Cartersville Drug Task Force

INVESTIGATIVE SUMMARY

Case Number : 20113716
Victim : State of Georgia
Investigator : A.L. Pettepher
Date : 7/25/2011

On Monday, July 26, 2011 at approximately 1536 hours I entered Tarascos located at 1350 Joe Frank Harris Pkwy Cartersville, GA 30120 along with an underage minor in an attempt to make an illegal purchase of alcohol. The minor sat down at a table and ordered a beer. The server/suspect was not wearing any type of identification but is described as a Hispanic female in her late teens to early twenties with dark hair. I observed the suspect serve the minor a beer. After the beers were served we waited a few minuets paid and left the restaurant. The incident was video recorded.

Reporting Investigator : A.L. Pettepher
Report Date : _____
Approving Supervisor : J.L. Cheek
Date Approved : _____

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

FAX (770) 386-1116
(770) 382-7484

September 7, 2011

Via Certified and Hand Delivery

Vanessa Cabanas
Tarascos Tacos & Wings
1350 Joe Frank Harris Parkway, Ste. 115
Cartersville, Georgia 30120

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License # DSPR-000000167, MBWPR-000000202
and ALCSS-000000070
License Holder: Vanessa Cabanas
Notice of Alcohol Violation
Establishment: TARASCOS TACOS & WINGS

Dear Ms. Cabanas:

This is to advise that the Revocation Hearing originally scheduled for September 14, 2011 has been rescheduled to September 21, 2011 at 10:00 a.m. You are required to attend.

This 7th day of September, 2011.

Very truly yours,

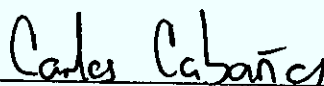
Archer & Lovell, PC



E. Keith Lovell
Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper



Hand Delivered to Carlos Ceballos this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer.

BY: Christopher E. Walling CE officer

Occupational Tax License City of Cartersville, Georgia



Business Information:

TARASCOS TACOS & WINGS
1350 JOE FRANK HARRIS PKWY STE 115
CARTERSVILLE, GA 30120

License Number
DSPR-000000167

Business Address: 1350 JOE FRANK HARRIS PKWY STE 115

Business Type: DISTILLED SPIRITS POURING
Customer Number: 173802

License Issued To: VANESSA CABANAS

License Amount: \$ 1,500.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: November 16, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

TARASCOS TACOS & WINGS
1350 JOE FRANK HARRIS PKWY STE 115
CARTERSVILLE, GA 30120

License Number
ALCSS-000000070

Business Address: 1350 JOE FRANK HARRIS PKWY STE 115

Business Type: SUNDAY ALCOHOL SALES
Customer Number: 173802

License Issued To: VANESSA CABANAS

License Amount: \$ 300.00

This License is valid through: December 29, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 30, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

TARASCOS TACOS & WINGS
1350 JOE FRANK HARRIS PKWY STE 115
CARTERSVILLE, GA 30120

License Number
MBWPR-000000202

Business Address: 1350 JOE FRANK HARRIS PKWY STE 115

Business Type: BEER & WINE POURING

Customer Number: 173802

License Issued To: VANESSA CABANAS

License Amount: \$ 900.00

This License is valid through: December 29, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 30, 2010

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**



Tarasos

Bartow-Cartersville Drug Task Force

INVESTIGATIVE SUMMARY

Case Number : 20113716
Victim : State of Georgia
Investigator : A.L. Pettepher
Date : 7/25/2011

On Monday, July 25, 2011 at approximately 1622 hours I entered the Hilton Garden Inn located at 24 Liberty Dr. Cartersville, GA 30120 along with an underage minor in an attempt to make an illegal purchase of alcohol. The minor and I sat down at the bar and both ordered a beer. The bartender/suspect was not wearing any type of identification but is described as a white female in her late thirties to early forties with dark hair. She served both of us without checking IDs. After the beers were served we waited a few minuets and then left the hotel. When we left the suspect would not let us pay for the beers stating she would hold on to them till we came back. The incident was video recorded.

Reporting Investigator	:	A.L. Pettepher
Report Date	:	
Approving Supervisor	:	J.L. Cheek
Date Approved	:	

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

FAX (770) 386-1116
(770) 382-7484

September 7, 2011

Via Certified and Hand Delivery

Dinesh Mehta
HP Hotel MGMT dba Hilton Garden Inn
1 Chase Corporate Dr., Ste. 210
Birmingham, AL 35244

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License # DSPR-000000136, MBWPR-000000161
and ALCSS-000000047
License Holder: Dinesh Mehta
Notice of Alcohol Violation
Establishment: HILTON GARDEN INN

Dear Mr. Mehta:

This is to advise that the Revocation Hearing originally scheduled for September 14, 2011 has been rescheduled to September 21, 2011 at 10:00 a.m. You are required to attend.

This 7th day of September, 2011.

Very truly yours,

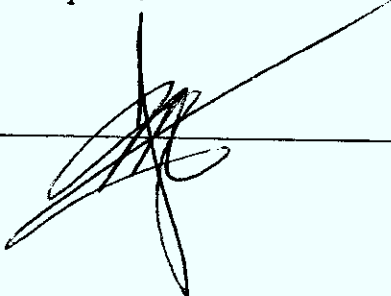
Archer & Lovell, PC



E. Keith Lovell
Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper



Hand Delivered to JOSHUA MOREY this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer

BY: Christopher E. Williams CE Officer

Occupational Tax License City of Cartersville, Georgia



Business Information:

HP HOTEL MGMT dba HILTON GARDEN INN
1 CHASE CORPORATE DR STE 210
BIRMINGHAM, AL 35244

License Number
DSPR-000000136

Business Address: 24 LIBERTY DR

Business Type: DISTILLED SPIRITS POURING
Customer Number: 169165

License Issued To: DINESH MEHTA

License Amount: \$ 1,500.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 07, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

HP HOTEL MGMT dba HILTON GARDEN INN
1 CHASE CORPORATE DR STE 210
BIRMINGHAM, AL 35244

License Number

MBWPR-000000161

Business Address: 24 LIBERTY DR

Business Type: BEER AND WINE POURING
Customer Number: 169165

License Issued To: DINESH MEHTA

License Amount: \$ 900.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

Date Issued: December 07, 2010

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

HP HOTEL MGMT dba HILTON GARDEN INN
1 CHASE CORPORATE DR STE 210
BIRMINGHAM, AL 35244

License Number
ALCSS-000000047

Business Address: 1 CHASE CORPORATE DR STE 210

Business Type: SUNDAY ALCOHOL SALES
Customer Number: 169165
License Issued To: DINESH MEHTA
License Amount: \$ 300.00

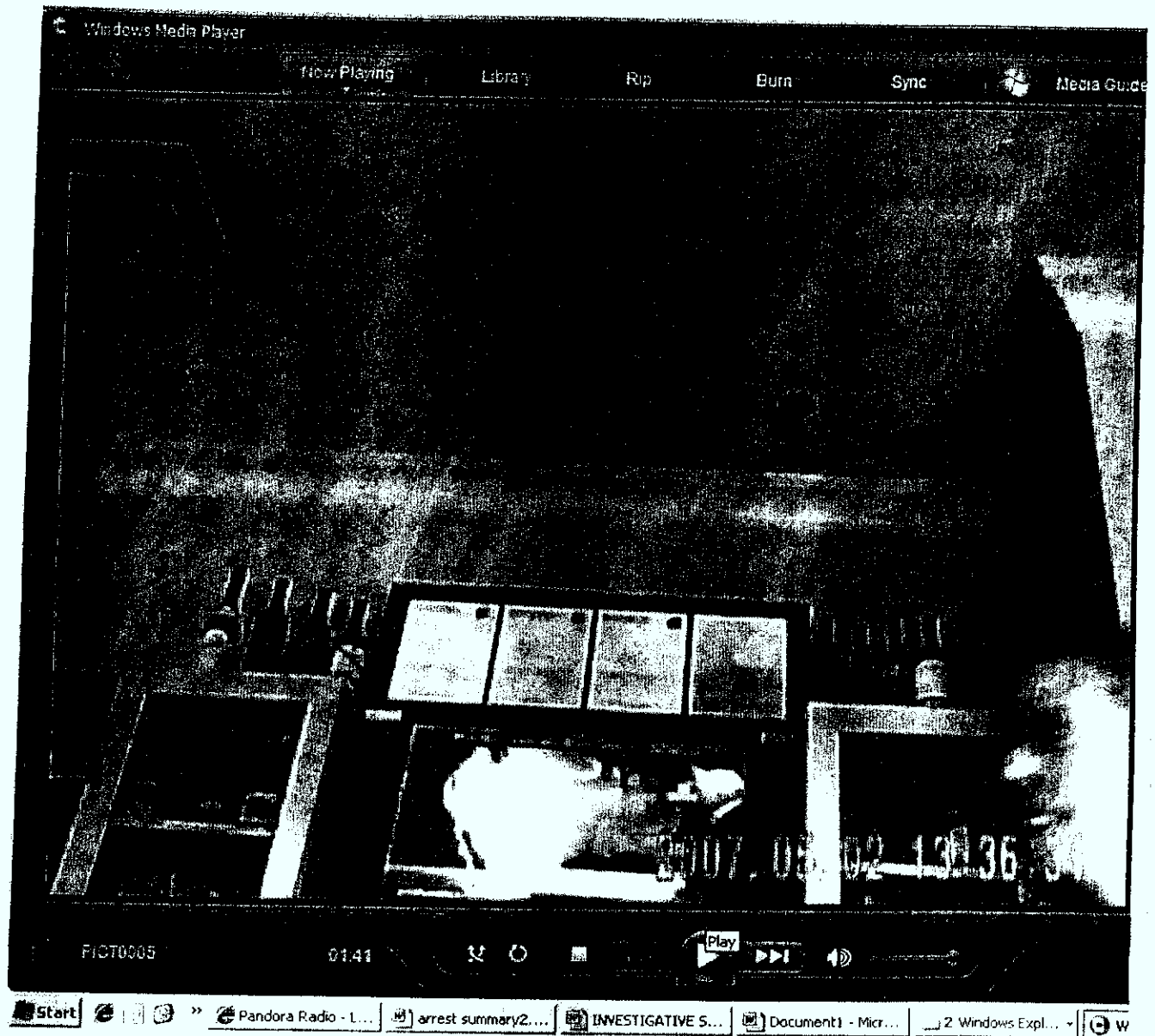
This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Director of Planning and Development

Date Issued: December 07, 2010

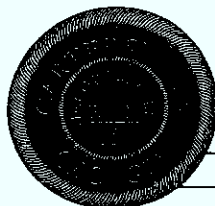
**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**



Hilton



Hilton



City of Cartersville

P L A N N I N G & D E V E L O P M E N T

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

MEMO

To: ACB Members

From: Pete Alday

Subject: Violation Hearings

Date: September 9, 2011

The Georgia Department of Revenue, independent of the Cartersville Police Dept., conducted an undercover operation on June 23, 2011.

The three businesses that were cited for selling to underage persons were:

Pizza Hut
Knight's 1889, LLC
Dragon Garden Inn

All were found guilty at a hearing conducted by the Ga. DOR. Therefore, they were notified to appear before the Alcohol Control Board on September 21, 2011.

Since the operation was not conducted by the Cartersville PD, we do not have violation reports.

Pete Alday

From: Sarah Mercer [Sarah.Mercer@DOR.GA.GOV]

Sent: Thursday, September 01, 2011 11:13 AM

To: Pete Alday

Subject: RE: Cartersville Violations

Yes sir

From: Pete Alday [mailto:palday@cityofcartersville.org]

Sent: Thursday, September 01, 2011 11:07 AM

To: Sarah Mercer

Subject: RE: Cartersville Violations

Thanks. Were they all cited for selling to minors?

Pete Alday, CEcD, FM

Director of Community Services

City of Cartersville

770.387.5661

www.cityofcartersville.org

From: Sarah Mercer [mailto:Sarah.Mercer@DOR.GA.GOV]

Sent: Thursday, September 01, 2011 11:02 AM

To: Brice Wood; Pete Alday

Subject: RE: Cartersville Violations

3 businesses were cited during an undercover operation that was conducted on June 23rd.

Dragon Garden Restaurant

Pizza Hut

Knight's 1889

Hearings have been held and all there were found guilty. As far as what the penalties imposed, I do not know that information is handled by the hearing officer. Hope this answers your questions.

From: Brice Wood

Sent: Thursday, September 01, 2011 8:50 AM

To: Sarah Mercer

Subject: FW: Cartersville Violations

FYI.

Please contact at your convenience.

Brice Wood

Special Agent

Georgia Department of Revenue

P: 706.295.6064 | F: 706.314.7080

FASTER. FRIENDLIER. EASIER.

From: Pete Alday [mailto:palday@cityofcartersville.org]

Sent: Monday, August 29, 2011 10:53 AM

To: Brice Wood

9/9/2011

Item # 16

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

FAX (770) 386-1116
(770) 382-7484

September 7, 2011

Via Certified and First Class Mail

Sandy T. Scott
JEM Restaurants
Southeastern Pizza Group, LLC
P.O. Box 22246
Charleston, SC 29466

Jacob Forsyth
24 Baker Road
Cartersville, GA 30120

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License # MBWPR-000000178 and ALCSS-000000049
License Holder: Karyn Abreu
Notice of Alcohol Violation
Establishment: Pizza Hut, 122 Merchants Square, Cartersville, Georgia

Dear Sir or Madam:

You are hereby notified by the Alcohol Control Board of the City of Cartersville, Georgia that on June 23, 2011 your establishment was cited by the Georgia Department of Revenue for selling alcohol to a minor and pled guilty before the State Hearing Officer. This is a violation of City Code Section 4-21 and 4-11.

As a result of this violation on your part, the Alcohol Control Board of the City of Cartersville has scheduled a hearing to determine whether or not your pouring license(s) for Alcohol Sales should be suspended, revoked, placed on probation, not renewed, fined or denied renewal, and/or any combination thereof pursuant to City of Cartersville Code of Ordinances Section 4-202 thru 4-209. The Alcohol Control Board has not taken action to suspend your license pending said hearing.

Please be advised that if found guilty of the alleged violation, you have the right to appeal pursuant to the requirements of City of Cartersville Code of Ordinances Section 4-209(e) (2) and (3).

You are hereby ordered to be and appear at said hearing at 10:00 AM on September 21, 2011, at the City Council Chambers, Third Floor, City Hall, Cartersville, Georgia to show cause why your license should not be suspended, probated, revoked and/or a fine imposed. The hearings shall commence at 10:00 am and shall continue until finished. You are required to be present the entire time unless you are released by the Chairman.

Grounds for this hearing is that your establishment violated City Code Section 4-21 and 4-11.

This hearing does not concern any other licenses which are held by the license holder. This letter is being sent pursuant to the requirement of the City of Cartersville Code of Ordinance Section 4-209.

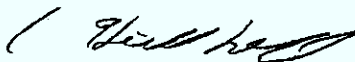
You have the right to plead guilty, not guilty, or no contest to the charges.

Additionally, you have the right to be represented by counsel and to all subpoena powers which are available to the Alcohol Control Board at said hearing.

This 7th day of September, 2011.

Very truly yours,

Archer & Lovell, PC



E. Keith Lovell

Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper



Hand Delivered to Karen Robertson this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer.

BY: Christopher E. Williams CE Officer

Occupational Tax License City of Cartersville, Georgia



Business Information:

SOUTHEASTERN PIZZA GROUP LLC
122 MERCHANTS SQ
CARTERSVILLE, GA 30120

License Number
MBWPR-000000178

Business Address: 122 MERCHANTS SQ

Business Type: License-Malt Bev. Wine Pouring
Customer Number: 163066

License Issued To: KARYN ABREU

License Amount: \$ 900.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

Date Issued: January 04, 2011

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

SOUTHEASTERN PIZZA GROUP LLC
122 MERCHANTS SQ
CARTERSVILLE, GA 30120

License Number
ALCSS-000000049

Business Address: 122 MERCHANTS SQ

Business Type: LICENSE-SUNDAY SALES

Customer Number: 163066

License Issued To: KARYN ABREU

License Amount: \$ 300.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: January 04, 2011

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

September 7, 2011

Via Certified and First Class Mail

Robert J. Knight
Knight's 1889, LLC
107 Georgia Blvd.
Cartersville, GA 30120

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License # DSPR-000000119, MBWPR-000000119
and ALCSS-000000001
License Holder: Robert J. Knight
Notice of Alcohol Violation
Establishment: Knight's 1889, LLC

Dear Mr. Knight:

You are hereby notified by the Alcohol Control Board of the City of Cartersville, Georgia that on June 23, 2011 your establishment was cited by the Georgia Department of Revenue for selling alcohol to a minor, and pled guilty before the State Hearing Officer. This is a violation of City Code Section 4-21 and 4-11.

As a result of this violation on your part, the Alcohol Control Board of the City of Cartersville has scheduled a hearing to determine whether or not your pouring license(s) for Alcohol Sales should be suspended, revoked, placed on probation, not renewed, fined or denied renewal, and/or any combination thereof pursuant to City of Cartersville Code of Ordinances Section 4-202 thru 4-209. The Alcohol Control Board has not taken action to suspend your license pending said hearing.

Please be advised that if found guilty of the alleged violation, you have the right to appeal pursuant to the requirements of City of Cartersville Code of Ordinances Section 4-209(e) (2) and (3).

You are hereby ordered to be and appear at said hearing at 10:00 AM on September 21, 2011, at the City Council Chambers, Third Floor, City Hall, Cartersville, Georgia to show cause why your license should not be suspended, probated, revoked and/or a fine imposed. The hearings shall commence at 10:00 am and shall continue until

finished. You are required to be present the entire time unless you are released by the Chairman.

Grounds for this hearing is that your establishment violated City Code Section 4-21 and 4-11.

This hearing does not concern any other licenses which are held by the license holder. This letter is being sent pursuant to the requirement of the City of Cartersville Code of Ordinance Section 4-209.

You have the right to plead guilty, not guilty, or no contest to the charges.

Additionally, you have the right to be represented by counsel and to all subpoena powers which are available to the Alcohol Control Board at said hearing.

This 7th day of September, 2011.

Very truly yours,

Archer & Lovell, PC



E. Keith Lovell

Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper



Hand Delivered to ROBERT KNIGHT this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer.

BY: Christopher E. Williams

Occupational Tax License City of Cartersville, Georgia



Business Information:

KNIGHT'S 1889 LLC
107 GEORGIA BLVD
CARTERSVILLE, GA 30120

License Number
MBWPR-000000119

Business Address: 24 W MAIN ST

Business Type: BEER AND WINE POURING
Customer Number: 159140

License Issued To: ROBERT J KNIGHT

License Amount: \$ 900.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 15, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

Occupational Tax License City of Cartersville, Georgia



Business Information:

KNIGHT'S 1889 LLC
107 GEORGIA BLVD
CARTERSVILLE, GA 30120

License Number
DSPR-000000119

Business Address: 24 W MAIN ST

Business Type: DISTILLED SPIRITS POURING
Customer Number: 159140

License Issued To: ROBERT J KNIGHT

License Amount: \$ 1,500.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 15, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**



Occupational Tax License City of Cartersville, Georgia

Business Information:

KNIGHT'S 1889 LLC
107 GEORGIA BLVD
CARTERSVILLE, GA 30120

License Number
ALCSS-000000001

Business Address: 24 W MAIN ST

Business Type: ALCOHOL SUNDAY SALES
Customer Number: 159140

License Issued To: ROBERT J KNIGHT

License Amount: \$ 300.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 15, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

ARCHER & LOVELL, P.C.
ATTORNEY AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

September 7, 2011

Via Certified and First Class Mail

Xin Lin
Dragon Garden Restaurant
P.O. Box 3154
Cartersville, GA 30120

IN RE: NOTICE OF SUSPENSION, PROBATION, FINE AND/OR
LOSS OF LICENSE FOR 2011
REVOCATION HEARING ON September 21, 2011 @ 10:00 AM
License # MBWPR-000000156
License Holder: Xin Lin
Notice of Alcohol Violation
Establishment: DRAGON GARDEN RESTAURANT

Dear Mr. Lin:

You are hereby notified by the Alcohol Control Board of the City of Cartersville, Georgia that on June 23, 2011 your establishment was cited by the Georgia Department of Revenue for selling alcohol to a minor, and pled guilty before the State Hearing Officer. This is a violation of City Code Section 4-21 and 4-11.

As a result of this violation on your part, the Alcohol Control Board of the City of Cartersville has scheduled a hearing to determine whether or not your pouring license(s) for Alcohol Sales should be suspended, revoked, placed on probation, not renewed, fined or denied renewal, and/or any combination thereof pursuant to City of Cartersville Code of Ordinances Section 4-202 thru 4-209. The Alcohol Control Board has not taken action to suspend your license pending said hearing.

Please be advised that if found guilty of the alleged violation, you have the right to appeal pursuant to the requirements of City of Cartersville Code of Ordinances Section 4-209(e) (2) and (3).

You are hereby ordered to be and appear at said hearing at 10:00 AM on September 21, 2011, at the City Council Chambers, Third Floor, City Hall, Cartersville, Georgia to show cause why your license should not be suspended, probated, revoked and/or a fine imposed. The hearings shall commence at 10:00 am and shall continue until

finished. You are required to be present the entire time unless you are released by the Chairman.

Grounds for this hearing is that your establishment violated City Code Section 4-21 and 4-11.

This hearing does not concern any other licenses which are held by the license holder. This letter is being sent pursuant to the requirement of the City of Cartersville Code of Ordinance Section 4-209.

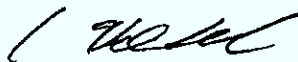
You have the right to plead guilty, not guilty, or no contest to the charges.

Additionally, you have the right to be represented by counsel and to all subpoena powers which are available to the Alcohol Control Board at said hearing.

This 7th day of September, 2011.

Very truly yours,

Archer & Lovell, PC



E. Keith Lovell

Attorney for the City of Cartersville

EKL/src

cc: Sam Grove, City Manager, City of Cartersville
Pete Alday, Planning and Development
Chief Culpepper

Amy GAO
Hand Delivered to Amy GAO this 8th day of September, 2011
by the City of Cartersville Code Enforcement Officer.

BY: Christopher E. Williams CE Officer



Occupational Tax License City of Cartersville, Georgia

Business Information:

DRAGON GARDEN RESTAURANT
PO BOX 3154
CARTERSVILLE, GA 30120

License Number
MBWPR-000000156

Business Address: 548 MARTIN LUTHER KING JR DR

Business Type: BEER AND WINE POURING
Customer Number: 167805
License Issued To: XIN LIN
License Amount: \$ 900.00

This License is valid through: December 31, 2011

This license is granted by the City of Cartersville and accepted by licensee subject to all terms and conditions of the ordinances governing the issuance and retention of the same.

Date Issued: December 09, 2010

A handwritten signature in cursive script that reads "Randy Manning".

Director of Planning and Development

**DISPLAY IN A CONSPICUOUS PLACE. MAY BE
REVOKED FOR CAUSE.**

EXHIBIT B

MINUTES OF THE ALCOHOL CONTROL BOARD

The Alcohol Control Board met in a regular meeting on Wednesday, September 21, 2011 at 10:00 A.M. in the Council Chambers, 3rd Floor, City Hall.

Present: Ric Napps, Martha Wellsandt, Christine Brown, Robby Stewart and Jack Reeves

Absent:

Staff Present: Pete Alday, Keith Lovell, and Connie Keeling

Guests: See Attached Attendance Register

Alcohol Control Board Meeting Minutes

Jack Reeves, Chairman called the meeting to order and asked for a motion on the minutes of the August 10, 2011 meeting.

A motion to approve the minutes for August 10, 2011 was made by Board Member Brown and seconded by Board Member Wellsandt. Motion passed unanimously. Vote 4-0

Chairman Reeves turned the meeting over to Keith Lovell, Assistant City Attorney to conduct the hearing. Mr. Lovell explained the procedures for the hearing and noted these incidents cited by the Cartersville Police Department were all video recorded and any of the defendants could ask to review the film when they were called.

Review of Violation Hearings (Investigations conducted by Cartersville Police Department)

1. City Wings

Keith Lovell, Assistant City Attorney called the next item. City Wings, Jose Sanchez and Etti Gomez came forward. The violation: Purchased by or Selling to Underage Person. Captain Stewart and Officer Pettepher with the Carterville Police Department came forward and explained what happened at the restaurant. Mr. Lovell stated that City Wings had pled No Contest and asked the representative if they would like to make a statement. Ms. Gomez, representating Mr. Sanchez, issued an apology to the board and stated that they have began additional training and monitoring of employees.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Napps and seconded by Board Member Stewart. Motion passed unanimously. Vote 4-0

2. Tabasco's Taco & Wings

Keith Lovell, Assistant City Attorney called the next item. Tabasco's Taco & Wings, Vanessa and Jorge Cabanas came forward. The violation: Purchased by or Selling to Underage Person. Captain Stewart and Officer Pettepher with the Carterville Police

Department came forward and explained what happened at the restaurant. Mr. Lovell stated that Tarasco's pled No Contest and asked the representative if they would like to make a statement. She stated that she and her husband were on vacation that week. The server was newly hired that week and they had not even met her. Ms. Cabanas apologized to the board for the incident and stated that she has emphasized the necessity to check ID on all customers to her employees.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Stewart and seconded by Board Member Napps. Motion passed unanimously. Vote 4-0

3. Hilton Garden Inn

Keith Lovell, Assistant City Attorney called the next item. Hilton Garden Inn, Jason LeBarge and Josh Moray came forward. The violation: Purchased by or Selling to Underage Person. Captain Stewart and Officer Pettepher with the Cartersville Police Department came forward and explained what happened at the restaurant. Mr. Lovell stated that the license holder was not present but on the advice of Hilton Garden Inn legal counsel they had pled guilty and asked the representative if they would like to make a statement. Mr. LeBarge stated that the employee in question had been terminated immediately and all employees have gone through additional training since this incident.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Wellsandt and seconded by Board Member Brown. Motion passed unanimously. Vote 4-0

Violation Hearings (Investigation conducted by Georgia Department of Revenue)

Mr. Lovell stated that these incidents were cited by the Georgia Department of Revenue and all had been found guilty at hearings held by the DOR.

1. Pizza Hut

Keith Lovell, Assistant City Attorney called the next item. Pizza Hut. Kenneth Rhyne came forward. The violation: Purchased by or Selling to Underage Person. Mr. Lovell stated that the Pizza Hut had pled guilty and asked the representative if they would like to make a statement. Mr. Rhyne came forward and stated that he had already had his hearing with the State Department of Revenue and paid his fine. He further stated that he had since retrained his employees.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Napps and seconded by Board Member Brown. Motion passed unanimously. Vote 4-0

2. Dragon Garden Restaurant

Keith Lovell, Assistant City Attorney called the next item. Dragon Garden Restaurant, Amy Gao and Swee Hee Wong came forward. The violation: Purchased by or Selling to Underage Person. Mr. Lovell stated that the Dragon Garden Restaurant had pled No Contest and asked the representative if they would like to make a statement. Ms. GAO spoke for the owner and apologized for the incident.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Wellsandt and seconded by Board Member Stewart. Motion passed unanimously. Vote 4-0

3. Knight's 1889, LLC

Keith Lovell, Assistant City Attorney called the next item. Knight's 1889, LLC, Robert Knight and Lance McCoy came forward. The violation: Purchased by or Selling to Underage Person. Mr. Lovell stated that the Knight's 1889, LLC had pled No Contest and asked the representative if they would like to make a statement. Lance McCoy, legal counsel asked for leniency in this matter. Mr. McCoy and Mr. Knight stated that throughout the restaurant he has signs posted that he ID's everyone regardless of age and the person responsible was an off duty employee. This employee was terminated and every employee has undergone additional training.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Stewart and seconded by Board Member Napps. Vote 2-2 with Martha Wellsandt, Christine Brown voting against, and Chairman Reeves abstained.

A motion to impose a fine of \$1,000.00 and 3 years probation was made by Board Member Wellsandt and seconded by Board Member Brown. Vote 2-2 with Rick Napps, Robbie Stewart voting against, and Chairman Reeves abstained.

At this time Board Member Stewart stated that he could understand Mr. Knight's situation being a small business owner himself; however the board had to maintain a sense on consistency and fairness in dealing with everyone. He mentioned all the other defendants too had extenuating circumstances.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Stewart and seconded by Board Member Napps. Vote 3-2 with Martha Wellsandt, Christine Brown voting against and Chairman Reeves voting for the motion.

Hearing of Violation Hearings (Investigations conducted by Cartersville Police Department)

1. Mexicana Steak House and Grill

Keith Lovell, Assistant City Attorney called the next item. Mexicana Steak House and Grill, Basem "Sam" Salome came forward. The violation: Purchased by or Selling to Underage Person. Mr. Lovell asked Mr. Salome how he pled and he stated that he did not know how to plead because he did not know what happened and Mr. Lovell stated that he had to have some type of plea to continue. Mr. Salome pled not guilty. Officer Pettepher came forward and presented a video of the incident and explained that the underage companion was served a beer without asking for his identification. Mr. Salome was given a chance to speak. He informed the board that he was not aware of when the incident occurred until the office came to serve the citation at his establishment. Mr. Salome stated that the employee is no longer employed with Mexicana Grill.

A motion to impose a fine of \$2,500.00 and 3 years probation was made by Board Member Napps and seconded by Board Member Stewart. Motion passed unanimously. Vote 4-0

Mr. Lovell commended Officer Pettepher for her handling of the investigations and thanked her for her service. Chairman Reese also complimented Officer Pettepher and Chief Culpepper.

Mr. Lovell also informed the board of fights at 3 establishments – Jefferson's; Hooters; and Greg's Tavern.

Mr. Lovell gave an update on the alcohol consumption after hours for Greg's Tavern. Mr. Lovell stated that a fight occurred in the parking lot at approximately 1:50 a.m. and all of the patrons ran to the outside deck to observe the fight. The owner went to the parking lot at this time to break up the fight and by the time the police arrived it was 2:03 a.m. At this time they observed two persons with alcohol beverages in their hand and issued a citation. At the Municipal Court hearing, the judge took the circumstances into consideration and found the establishment Not Guilty. Therefore this will not come before the Alcohol Control Board. Mr. Lovell noted that no charges were to come before the board at this time regarding the incidents at the other two establishments.

With no further business a motion to adjourn was made by Board Member Napps and seconded by Board Member Stewart. Motion carried unanimously and the meeting was adjourned at 12: 14 pm.

Date Approved

/s/ _____
Chairman

/s/ _____
Secretary

EXHIBIT C

CITY OF CARTERSVILLE
ALCOHOL CONTROL BOARD

CITY OF CARTERSVILLE, GEORGIA

CARTERSVILLE ALCOHOL
CONTROL BOARD
VIOLATION HEARING #05-11

V.

Dinesh Mehta, Licensee
ESTABLISHMENT: Hilton Garden Inn
ADDRESS: HP Hotel MGMT dba Hilton Garden Inn
1 Chase Corporate Dr., Ste. 210
Birmingham, AL 35244
License No.: DSPR-000000136 MBWPR 000000161
and ALCSS-000000047

ORDER

On September 21, 2011, the Cartersville Alcohol Board held a hearing on alleged violations of the City of Cartersville Code of Ordinances, specifically Section 4-21 and 4-11 as stated in the Notice Letter of August 12, 2011.

The defendant pled no contest to the charges.

After consideration and on motion the Board unanimously accepted their no contest plea and imposed the following penalty:

- 1. Three years probation from September 22, 2011.**
- 2. \$2,500.00 fine.**

Additionally, pursuant to the City of Cartersville Code Section 4-209(e)(1)(2) and (3), the licensee has the right to appeal this Order to the Mayor and City Council. Appeals shall be filed at the City Manager's office by mail to City of Cartersville, Attn: Sam Grove, PO Box 1390, Cartersville, GA 30120. If no appeal is filed by October 3, 2011 at 4:30 p.m., this Order becomes final. Payment shall be made by October 3, 2011

either by mail to the City Clerk, Attn: Connie Keeling, P.O. Box 1390, Cartersville, GA 30120, or by hand delivery to Connie Keeling, City Clerk, 2nd Floor, City Hall, Cartersville, Georgia.

BE IT AND IT IS ORDERED THIS 21st DAY OF SEPTEMBER, 2011.

/s/JACK REEVES
Jack Reeves, Chairman for the
Cartersville Alcohol Control Board

CERTIFICATE OF SERVICE

This is to certify I have this day served the above Licensee via certified mail at the following address this 21st of September, 2011.

Dinesh Mehta
HP Hotel MGMT dba Hilton Garden Inn
1 Chase Corporate Dr., Ste. 210
Birmingham, AL 35244



E. Keith Lovell,
Assistant City Attorney
City of Cartersville

P. O. Box 1024
Cartersville, Georgia 30120
(770)386-1116

Hand Delivered to _____ this ____ day of September, 2011 by the
City of Cartersville Code Enforcement Officer.

BY: _____

**CITY OF CARTERSVILLE
ALCOHOL CONTROL BOARD**

CITY OF CARTERSVILLE, GEORGIA

**CARTERSVILLE ALCOHOL
CONTROL BOARD
VIOLATION HEARING #04-11**

V.

Vanessa Cabanas, Licensee

ESTABLISHMENT: Tarascos Tacos & Wings

**ADDRESS: 1350 Joe Frank Harris Parkway, Ste. 115
Cartersville, GA 30120**

**License No.: DSPR-000000167 MBWPR 000000202
and ALCSS-000000070**

ORDER

On September 21, 2011, the Cartersville Alcohol Board held a hearing on alleged violations of the City of Cartersville Code of Ordinances, specifically Section 4-21 and 4-11 as stated in the Notice Letter of August 12, 2011.

The defendant pled no contest to the charges.

After consideration and on motion the Board unanimously accepted their no contest plea and imposed the following penalty:

- 1. Three years probation from September 22, 2011.**
- 2. \$2,500.00 fine.**

Additionally, pursuant to the City of Cartersville Code Section 4-209(e)(1)(2) and (3), the licensee has the right to appeal this Order to the Mayor and City Council. Appeals shall be filed at the City Manager's office by mail to City of Cartersville, Attn: Sam Grove, PO Box 1390, Cartersville, GA 30120. If no appeal is filed by October 3, 2011 at 4:30 p.m., this Order becomes final. Payment shall be made by October 3, 2011

either by mail to the City Clerk, Attn: Connie Keeling, P.O. Box 1390, Cartersville, GA 30120, or by hand delivery to Connie Keeling, City Clerk, 2nd Floor, City Hall, Cartersville, Georgia.

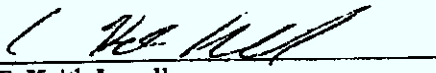
BE IT AND IT IS ORDERED THIS 21st DAY OF SEPTEMBER, 2011.

/s/JACK REEVES
Jack Reeves, Chairman for the
Cartersville Alcohol Control Board

CERTIFICATE OF SERVICE

This is to certify I have this day served the above Licensee via certified mail at the following address this 21st of September, 2011.

Vanessa Cabanas
1350 Joe Frank Harris Parkway, Ste. 115
Cartersville, GA 30120


E. Keith Lovell,
Assistant City Attorney
City of Cartersville

P. O. Box 1024
Cartersville, Georgia 30120
(770)386-1116

Hand Delivered to Carlos Cabanas this 22 day of September, 2011 by the
City of Cartersville Code Enforcement Officer.

BY: Christopher E. Williams CEO

Carlos Cabanas

**CITY OF CARTERSVILLE
ALCOHOL CONTROL BOARD**

CITY OF CARTERSVILLE, GEORGIA

**CARTERSVILLE ALCOHOL
CONTROL BOARD
VIOLATION HEARING #08-11**

V.

**Robert Knight, Licensee
ESTABLISHMENT: Knight's 1889, LLC
ADDRESS: 107 Georgia Blvd.
Cartersville, GA 30120
License No.: DSPR-000000119, MBWPR 000000156
and ALCSS-000000001**

ORDER

On September 21, 2011, the Cartersville Alcohol Board held a hearing on alleged violations of the City of Cartersville Code of Ordinances, specifically Section 4-21 and 4-11 as stated in the Notice Letter of September 7, 2011.

The defendant pled no contest to the charges.

After consideration and on motion the Board unanimously accepted their no contest plea and imposed the following penalty:

- 1. Three years probation from September 22, 2011.**
- 2. \$2,500.00 fine.**

Additionally, pursuant to the City of Cartersville Code Section 4-209(e)(1)(2) and (3), the licensee has the right to appeal this Order to the Mayor and City Council. Appeals shall be filed at the City Manager's office by mail to City of Cartersville, Attn: Sam Grove, PO Box 1390, Cartersville, GA 30120. If no appeal is filed by October 3, 2011 at 4:30 p.m., this Order becomes final. Payment shall be made by October 3, 2011

either by mail to the City Clerk, Attn: Connie Keeling, P.O. Box 1390, Cartersville, GA 30120, or by hand delivery to Connie Keeling, City Clerk, 2nd Floor, City Hall, Cartersville, Georgia.

BE IT AND IT IS ORDERED THIS 21st DAY OF SEPTEMBER, 2011.

/s/JACK REEVES
Jack Reeves, Chairman for the
Cartersville Alcohol Control Board

CERTIFICATE OF SERVICE

This is to certify I have this day served the above Licensee via certified mail at the following address this 21st of September, 2011.

Robert J. Knight
107 Georgia Blvd.
Cartersville, GA 30120


E. Keith Lovell,
Assistant City Attorney
City of Cartersville

P. O. Box 1024
Cartersville, Georgia 30120
(770)386-1116

Hand Delivered to ROBERT KNIGHT this 22 day of September, 2011 by the
City of Cartersville Code Enforcement Officer.

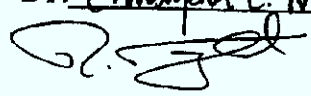
BY: Christopher E. Williams CEO


EXHIBIT D

HP Hotel Management dba Hilton Garden Inn
1 Chase Corporate Drive, Suite 210
Birmingham, AL 35244

September 23, 2011

VIA CERTIFIED U.S. Mail
Sam Grove
City Manager
City of Cartersville
PO Box 1390
Cartersville, GA 30120

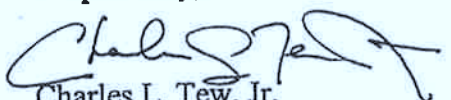
Re: Hilton Garden Inn License No. DSPR-000000136 MBWPR 000000161
and ALCSS-000000047

Dear Mr. Grove:

On behalf of HP Hotel Management dba Hilton Garden Inn, I am requesting an appeal of the order dated the 21st of September, 2011 imposing the penalty of three years probation and \$2,500.

We believe the penalty to be excessive based on the facts and circumstances of the incident.

Respectfully,


Charles L. Tew, Jr.
Representative for the Company

09/29/11

Re: Tarascos Tacos and Wings
1350 Joe Frank Harris Parkway
Cartersville, GA 30120

To whom it may concern:

We would like to appeal the amount of our fine and length of probation.

Sincerely,

Vanessa Cabanas

Vanessa Cabanas

CITY OF CARTERSVILLE
ALCOHOL CONTROL BOARD

CITY OF CARTERSVILLE, GEORGIA

CARTERSVILLE ALCOHOL CONTROL
BOARD
VIOLATION HEARING #08-11

V.

ROBERT KNIGHT, LICENSEE
ESTABLISHMENT: KNIGHT'S 1889, LLC
CARTERSVILLE, GEORGIA 30120
LICENSE NUMBER: DSPR-000000119, MBWPER 000000156
AND ALCSS-000000001

NOTICE OF APPEAL

Comes Now, Robert Knight, the licensee in the above-referenced matter, who files this Notice of Appeal. Pursuant to City of Cartersville Code § 4-209(e)(1)(2), Mr. Knight appeals from the Order dated September 21, 2011, rendered by Jack Reeves, Chairman for the Cartersville Alcohol Control Board. Mr. Knight shows the following:

Procedural Background

Mr. Knight appeared at a hearing before the Cartersville Alcohol Board on September 21, 2011. Mr. Knight was issued a citation by a State Officer, not an officer employed by the City of Cartersville. Mr. Knight entered a plea of no contest before the State of Georgia Department of Revenue, the agency conducting the alcohol investigation at issue with this case. As a result of the state violation and the no contest plea entered by Mr. Knight, the City of Cartersville sought to take action against Mr. Knight. He received notice to appear before the City of Cartersville Alcohol Control Board to answer for the same violation to which he entered a no contest plea. When he appeared before the Alcohol Control Board, Mr. Knight tendered a plea of no contest to the control board. The board issued an order dated September 21, 2011, imposing a penalty consisting of three years probation from September 22, 2011, and the maximum fine \$2,500. Mr. Knight files this appeal seeking a review of the penalty imposed by the Alcohol Control Board.

Facts Presented at Hearing

The board was provided with the following facts about Mr. Knight's case.

Mr. Knight, the licensee holding the license for Knight's 1889, LLC., was at home recuperating from hernia surgery at the time the cited violation occurred. A state officer entered Knight's 1889, around 3:00 p.m. and ordered a beer. An employee of Knight's 1889, Ms. Kyle Leonard, served the agent a beer without first checking the agent's identification. The manager, who was in a back storeroom at the time of the violation and who was not aware of the violation, was served with a citation by the State officer. While Mr. Knight, the owner of the establishment, was cited by the State, the server was not issued a citation and action was not taken by the government against the individual

actually serving the alcohol illegally. This investigation was unusual because the State typically consults with and works in conjunction with the City Police Department when conducting investigations in the city.

The manger, upon receiving the citation, called Mr. Knight at home. Mr. Knight took immediate action upon learning of this violation. Mr. Knight, after investigating and determining what took place, immediately terminated the server that violated State law as well as the Municipal Code of the City of Cartersville. In addition to terminating this employee, the board was advised that due to a change in schedules, the manager working at the time of the violation is no longer employed at Knight's 1889.

As Mr. Knight entered a no contest plea to said violation before the State, he is awaiting notice of the fine that the State will impose for the violation. This fine can be as high as \$15,000. At the time this Notice of Appeal is filed, Mr. Knight has not yet received notice of the total fine that will be levied by the State.

At the hearing before the board, Mr. Knight set forth the following mitigating factors:

- 1) Knight's 1889 requires all employees to attend internal alcohol ordinance compliance seminars;
- 2) Knight's 1889 conducts a secret shopper operation and regularly checks the employee's compliance;
- 3) Knight's 1889 has a written policy that it provides to employees;
- 4) Knight's 1889 has located, at the entrance of the establishment, a sign stating "WE ID";
- 5) Knight's 1889 conducts training and has implemented procedures to monitor a server's compliance with the ordinance by following and periodically "re-checking identification" behind servers to insure compliance. This policy is enforced by terminating any employee violating the alcohol id policy and alcohol serving policy;
- 6) Knight's 1889 has operated for 5 years and has never received a citation for an alcohol violation;
- 7) The City of Cartersville Police Department conducted a separate "sting" in the month of this alleged violation and Knight's 1889 was not cited and the alcohol policy was adequately working;
- 8) No other violations were present at the time of the violation; and
- 9) Knight's 1889 took the only action available to correct the situation at hand by immediately terminating the offending employee violating the law.

Furthermore, the board should have considered the fact that the State did not take action against the employee serving the alcohol illegally even though she holds a license issued by the City. Thus, in this circumstance, Mr. Knight is the only person being penalized. Mr. Knight, by terminating the violator and by demanding compliance with his established policy has taken remedial action to insure that violations will not occur.

Mr. Knight requested that the board consider the facts of his individual case and requested that the board exercise discretion as allowed by Section 4-209 to impose a fine other than the maximum allowed by the ordinance. At the hearing, Board Member Stewart asked why Mr. Knight should not be fined the same \$2,500 fine that "everyone else" was having levied. After a vote, the same \$2,500 fine was levied against Mr. Knight. Thus, if the standard is to treat all violations the same regardless of the individual circumstances surrounding a violation, the board has no need to conduct a hearing at all. Rather, the board can simply impose the maximum fine to all appearing, not hold a hearing, and

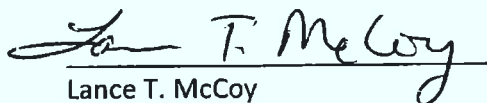
accomplish the same result. The board, by following this policy, is not providing a true due process hearing if the policy is to treat all the same regardless of mitigating or, for that matter, aggravating factors.

Mr. Knight seeks a review of this decision by the City Council and the Mayor as the levy of the maximum penalty is not justified in this case. After a review of this case, Mr. Knight requests that the Mayor and Council consider the individual merits of his case as well as the fact that Mr. Knight received the same penalty as another licensee that was cited for the second violation in 5 years; the same penalty for cases that were investigated by the City at City expense; the same penalty as establishments not only had the serving violation but also involved violations where the employees were not properly showing name badges; the same penalty as those establishments that were still employing the server that served the alcohol illegally; and the same penalty without regard for the fact that he has and will be penalized by the State and then penalized again by the City of Cartersville.

CONCLUSION

Mr. Knight respectfully prays that the Mayor and Counsel review the decision of the Board. Furthermore, given the facts and the lack of prior violations, Mr. Knight prays that the Mayor and Council utilize discretion and impose a reasonable penalty taking into account that the business owner has taken every step possible to remedy the problem and taking into consideration that the business is also being fined for the same act by the State of Georgia.

Respectfully submitted this 3rd day of October, 2011.



Lance T. McCoy

State Bar Number: 486215

Attorney for Robert Knight