



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
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

AGENDA

Council Chambers, Third Floor of City Hall– 7:00
PM – 6/4/2020
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. May 21, 2020 (Pages 1 - 5)

[Attachments](#)

B. Appointments

1. Alcohol Control Board (Pages 6 - 7)

[Attachments](#)

2. Board of Zoning Appeals (Page 8)

[Attachments](#)

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

1. SU20-1 N Erwin St - Shelter Beer Company (Pages 9 - 60)

[Attachments](#)

2. ZMA20-1 Annual Zoning Map Amendment (Pages 61 - 65)

[Attachments](#)

D. First Reading of Ordinances

1. Golf Cart Ordinance Revision (Pages 66 - 70)

[Attachments](#)

E. Resolutions

1. Denial of Ante Litem Notice (Pages 71 - 77)

[Attachments](#)

F. Contracts/Agreements

1. Canoe/Kayak Launch (Pages 78 - 82)

[Attachments](#)

2. Workers' Compensation Settlement Agreement (Pages 83 - 97)

[Attachments](#)

3. Temporary License Agreement (Pages 98 - 104)

[Attachments](#)

4. CARES Act Grant Funds for Airport (Pages 105 - 132)

[Attachments](#)

G. Bid Award/Purchases

1. Transco Delivery Point and Regulating Station Fencing (Pages 133 - 135)

[Attachments](#)

2. Dump Trailer Brake Repair (Pages 136 - 138)

[Attachments](#)

3. WPCP Waste Pump #3 Rebuild (Pages 139 - 144)

[Attachments](#)

4. WTP High Service Pump #2 Starter (HSP#2) (Pages 145 - 148)

[Attachments](#)

5. WPCP – Wheel Loader (Pages 149 - 151)

[Attachments](#)

6. Truck Replacement (Pages 152 - 153)

[Attachments](#)

H. Budget

1. Budget Ordinance for the Fiscal Year 2020-21 (Pages 154 - 156)

[Attachments](#)

I. First Reading of Ordinances

1. Employee Benefits - Holidays (Pages 157 - 158)

[Attachments](#)

2. Sick-Personal Leave Bonus (Pages 159 - 160)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
May 21, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been attached for your review and approval.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
May 21, 2020

This meeting was held via ZOOM.

6:15 P.M. – Work Session https://us02web.zoom.us/rec/share/tPZ7KanfymNLGZ3B-F3xfKUrQL_bT6a813JPrKIPz0xhAMyT1FHO16MeUdHI1Hn1

7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Mayor Santini.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. May 7, 2020 City Council Minutes

A motion to approve the May 7, 2020 City Council Meeting Minutes as presented was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

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

1. SU20-1 N Erwin ST – Shelter Beer Company

Randy Mannino, Planning and Development Department Head stated the applicant wishes to open and operate a microbrewery at 19 N. Erwin St. In 2018, per text amendment T18-06, the City updated the zoning ordinances to allow microbreweries in certain zoning districts with a Special Use Permit. This includes the DBD (Downtown Business District). A lease agreement was executed between the Cartersville Building Authority and Shelter Beer Company on February 13, 2020. Per department comments and a contract agreement, all building codes, zoning and development standards are required to be met and will be addressed during the plan review. Planning Commission recommends approval (5-1).

Public Hearing: None came forward to speak for or against this item.

This is a first reading and does not require a vote.

2. ZMA20-1 Annual Zoning Map Amendment

Mr. Mannino stated this is the annual re-adoption of the official zoning map of the City of Cartersville. It includes the annexation/ de-annexations and zoning actions approved by City Council in the last 12 months. Several boundary line corrections are also included. The last zoning map adoption was April 4th, 2019. Planning Commission recommends approval (6-0).

Public Hearing: None came forward to speak for or against this item.

This is a first reading and does not require a vote.

C. Contracts/Agreements

1. Canoe/Kayak Launch

Tamara Brock, City Manager stated this item will be removed from the agenda. This is an Intergovernmental Agreement between the City and the County. After speaking with residents, the location of the site is being reconsidered.

D. Bid Award/Purchases

1. Telemetry for Transco Brown Farm Road Station

Michael Dickson, Assistant Gas Department Head stated the regulating station for the Transco Delivery Point to Brown Farm Road was proposed to have a telemetry system to remotely allow control of natural gas flow to the downstream distribution system. This is an essential asset to the management of the Gas System's natural gas supply.

Equipment Controls Company of Norcross, Georgia, is the sole source provider of the telemetry system and they submitted a quote totaling \$13,801.00. This quote includes installation, setup, and training for the telemetry system. They have successfully installed telemetry systems throughout the City's natural gas distribution system at countless metering sites. While this is a different system, Equipment Controls Company is totally capable of installing and helping maintain this telemetry system. I recommend the approval of this item.

A motion to approve Telemetry for Transco Brown Farm Road Station was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

2. Electric Meter Testing

Derek Hampton, Electric Department Head stated the Electric Department utilizes a 3rd party vendor, M&R Services to test a sample group of our meters and the related appurtenances. This is a yearly step we take to ensure accuracy of billing and proactively identify any field errors.

A motion to approve the Electric Meter Testing was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

3. WPCP – Replacement Waste Activated Sludge Pumps

Bob Jones, Water Department Head stated the Water Pollution Control Plant (WPCP) uses three 6-inch submersible pumps to remove excess biomass from the treatment process. These pumps keep the biological treatment process in balance by matching the appropriate number of microorganisms to plant loading. Two of the three pumps have severely worn impellers that cause the pumps to run at about half capacity. The third pump is not functional.

A quote for two (2) replacement pumps was requested from Xylem. Xylem provided a quote of \$23,676.20 for two pumps, installation and commissioning. This is a sole source item and I recommend approval.

A motion to approve WPCP – Replacement Waste Activated Sludge Pumps was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

4. GPON Blade

Dan Porta, Assistant City Manager stated the Gigabit Passive Optical Network (GPON) blade is for our Calix system, which allows the city to take one fiber splice and split it into 32. These blades are what allow us to generate GPON fiber circuits to our customers. Since we have expanded our use of this new system and migrated more customers from our old system, we will need a new GPON card to accommodate further growth and the ability to have a spare unit for disaster recovery. I recommend approval of this purchase in the amount of \$9,096.75.

Motion to approve the GPON Blade was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

5. Veeam Annual Software Renewal

Mr. Porta stated this quote, in the amount of \$6,287.58, is for our Veeam backup software which backs up all of our data. It is recommended for your approval.

Motion to approve the Veeam Annual Software Renewal was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

6. CrowdStrike Annual Renewal

Mr. Porta stated the annual renewal for CrowdStrike, which is a cloud delivered software that protects our computers from viruses, is due in the amount of \$59,766 and is recommended for your approval.

Motion to approve CrowdStrike Annual Renewal was made by Council Member FOx and

seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

Paul Rackley came before Council and wanted to know what can young people do to the help the community.

Mayor Santini stated young people can be nice to one another and follow the Governor's orders.

After announcements a motion to adjourn the meeting was made by Council Member Roth and needing no second. Motion carried unanimously. Vote 6-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

**City Council Meeting
6/4/2020 7:00:00 PM
Alcohol Control Board**

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	The terms of two Alcohol Control Board members expire in June 2020. Chad Hullander has been recommended to serve as the appointee for Ward 1 and his application is attached. Dan Heilman would like to continue serving on the board as the Ward 3 appointment. The new terms of the appointment and reappointment will expire June 3, 2023.
City Manager's Remarks:	The reappointment and appointment of these individuals is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Hullander Chad M
(last) (first) (middle initial)

Address 16 Royal Lake Cove Cartersville, GA 30120
(street)

Email Address CHullander@outlook.com

Home Phone 770-606-3962 Cell Phone 404-579-8324

City Resident Yes No Ward 1 2 3 4 5 6
(if applicable)

Related Experience: Civic/Business/Other

Owned Jeffersons in Cartersville for Almost 10 years
owned Jeffersons in Rome for 12 years

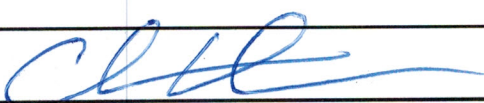
Personal References (list at least 3)

Brad Rodkin 404-547-4015 Erik Berger 404-545-3147
Tony Metcalfe 678-520-8225

Position Information

Board/Commission applying for: Alcohol Control Board

Reason interested in position (please explain in space provided)
I would like to get involved in the community and the
Alcohol Control board serves an industry that I am
intimately familiar with.


Applicant Signature

5-5-2020
Date

Item # 2

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
Board of Zoning Appeals

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	The terms of the Ward 2 appointment, J.B. Hudson, Ward 6 appointment, John Clayton and the Mayor's appointment, Lamar Pendley, will expire in June. These members are willing to continue serving if re-appointed. The Ward 2 and Ward 6 appointments are four-year terms which will expire June 1, 2024. The term of the Mayor's appointment will expire in two years on June 1, 2022.
City Manager's Remarks:	The reappointment of these individuals is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
SU20-1 N Erwin St - Shelter Beer Company

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant wishes to open and operate a microbrewery at 19 N. Erwin St. In 2018, per text amendment T18-06, the City updated the zoning ordinances to allow microbreweries in certain zoning districts with a Special Use Permit. This includes the DBD (Downtown Business District). A lease agreement was executed between the Cartersville Building Authority and Shelter Beer Company on February 13, 2020. Per department comments and a contract agreement, all building codes, zoning and development standards are required to be met and will be addressed during the plan review. Planning Commission recommends approval (5-1).
City Manager's Remarks:	This is the second reading. Planning Commission did recommend your approval 5-1.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU20-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Shelter Beer Company**

Representative: **Michael Holder**

Property Owner: **City of Cartersville/ Cartersville Building Authority**

Property Location: **19 N. Erwin St. (C001-0010-003)**

Access to the Property: **N. Public Sq and N. Erwin St.**

Site Characteristics:

Tract Size: Acres: **0.54** District: **4th** Section: **3rd** LL(S): **455**

Ward: **4** Council Member: **Calvin Cooley**

1. LAND USE INFORMATION

Current Zoning: **DBD (Downtown Business District)**

Proposed Zoning: **Same**

Proposed Use: **Microbrewery**

Current Zoning of Adjacent Property:

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

South: **DBD (Downtown Business District)**

East: **DBD (Downtown Business District)**

West: **DBD (Downtown Business District)**

The Future Development Map designates the subject property as: **DBD.**

The Future Land Use Map designates the subject property as: **DBD.**

SU20-01

2. City Department Comments:**Electric:** Takes no exception.**Fibercomm:** Takes no exception.**Fire:** Cartersville Fire takes no exceptions provided all adopted codes and ordinances are met. This includes, but not limited to, fire sprinklers, fire flow, hydrant placement, and hose lay distance.**Gas:** Takes no exception.**Public Works:** No comments received.**Water and Sewer:** Attached are the Water Department comments for the referenced Special Use Request. Water and sewer service is available to the location. Any necessary upgrades to the water meters, backflow prevention devices and possible fire sprinkler system requirements will be addressed during the plan submittal and review process. Similarly possible requirement of a grease trap installation will be addressed during the plan submittal and review process.**3. Public Comments:** No comments received by Planning and Development as of 4-30-2020.**4. Special Use Review**

The applicant wishes to open and operate a microbrewery at 19 N. Erwin St. (Corner of Church St and Erwin St.) Operations will require the restoration and remodel of the old firehouse. In 2018 per text amendment T18-06, the City updated the zoning ordinances to allow microbreweries in certain zoning districts with a Special Use Permit. This includes the DBD (Downtown Business District) district.

A lease agreement was executed between the Cartersville Building Authority and Shelter beerCompany on February 13, 2020. Agreement attached.

Details of the proposed microbrewery:

- Building Square Footage: 10,550 approx. (multi-story)
- Outdoor Patio: approx. 1,780sf, east side of building, to be fenced.
- Max. Occupancy: TBD.
- Hours of Operation: Wed-Thurs: 4-10pm. Fri-Sat: 1-11pm. Sun: 1-9pm.
- Food prep and retail sales are allowed by contract agreement. Tenant is responsible for all required permitting and reporting for exhaust hood maintenance and/ or grease traps per contract agreement.

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- Parking: 100+ public parking spaces to the south and east.
- No residential land uses or districts within 50ft.
- Distance to Sam Jones United Methodist Church: 416ft. from brewery main entrance to church front doors.

Per the department comments and contract agreement, all building codes, zoning and development standards are required to be met. These requirements will be addressed during the plan review process. City electric, fiber, natural gas, and water/ sewer utilities are available to serve the business.

5. Zoning Ordinance Findings

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

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

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

Sec. 16.2. Application of regulations and approval.

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

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

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

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

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Sec. 16.3. Additional restrictions.

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

6. How General Standards Are Met (Staff Comments below. Applicant's answers attached):***Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.*****How Standard #1 has / will be met: No negative effect to traffic along adjoining streets is expected due to hours of operation. Multiple ingress/egress points, and available parking.*****Standard #2: The availability, location, and number of off-street parking.*****How Standard #2 has / will be met: Approx. (100+) public parking spaces are available along east and south side of building in the DBD.*****Standard #3: Protective screening.*****How Standard #3 has / will be met: Not required.*****Standard #4: Hours and manner of operation:*****How Standard #4 has / will be met: Wed-Thurs: 4-10pm. Fri-Sat: 1-11pm. Sun: 1-9pm.*****Standard #5: Outdoor lighting***

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How Standard #5 has / will be met: Outdoor lighting provided as required by ordinance or safety needs.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via N. Public Square and N. Erwin St. Multiple entrances for building.

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: Adjacent land uses include a variety of downtown businesses in the retail, service and food and beverage industries. Opposition, if any, may originate from members or staff of Sam Jones United Methodist Church.

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

Sec. 16.4.19. Breweries. Breweries, including accessory tasting rooms.

(a) Production shall be in a wholly-enclosed building: Production will be in a wholly enclosed building. Map attached.

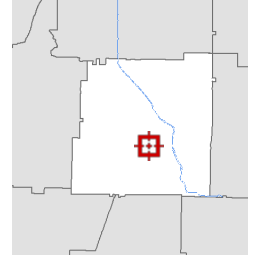
(b) Any building or structure established in connection with such use shall be set back not less than 50 feet from any residentially zoned property. There are no residential uses or districts within 50ft. Map attached.

8. Staff Recommendation: No objection to special use request. All building code and development standard requirements must be met per staff comments. The Cartersville Building Authority and City Council have reviewed and approved the building lease contract. Exterior architectural changes will be reviewed by the Historic Preservation Commission.

9. Planning Commission Recommendation:



Overview



Legend

- Parcels
- Structural Numbers**
- <all other values>
- Abandoned or Inactive
- Active
- Proposed
- Roads

Parcel ID	C001-0010-003	Alternate ID	31846	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	19 N ERWIN ST	Acreage	0.53		CARTERSVILLE GA 30120
	Cartersville				
District	Cartersville				
Brief Tax Description	LL455 LD4 S3 OLD CARTERSVILLE FIRE STATION #1				
	(Note: Not to be used on legal documents)				

Date created: 4/28/2020
 Last Data Uploaded: 4/28/2020 8:25:57 AM

Developed by 

Application for Special Use
City of Cartersville

Case Number: SU20-01
Date Received: 2-21-2020

Public Hearing Dates:

Planning Commission 4/7/2020 5:30pm 1st City Council 4/16/20 7:00pm 2nd City Council 5/7/20 7:00pm

Applicant Shelker Beer Company Office Phone _____
 (printed name)
 Address 19 N. Erwin ST Mobile/Other Phone 770 855 4145
 City Cartersville State GA Zip 30120 Email holdermwo@gmail.com
Michael Holder Phone (Rep) _____
 Representative's printed name (if other than applicant) Email (Rep) _____
[Signature] Representative Signature [Signature] Applicant Signature
 Signed, sealed and delivered in presence of: My commission expires: 2/7/2021
Cheryl Jackson
 Notary Public

Item # 4

* Titleholder Cartersville Building Authority Phone 770-387-5616
 (titleholder's printed name)
 Address 19 N. Erwin St Cartersville, GA 30120 Email tonyx@cityofcartersville.org
 Signature [Signature]
 Signed, sealed, delivered in presence of: My commission expires: Feb. 3, 2021
Cornie L. Salter
 Notary Public

Present Zoning District DBD
 Acreage .54 Land Lot(s) 455 District(s) Ward 4 Section(s) 3rd
 Location of Property: 19 N. Erwin ST Cartersville GA 30120
 (street address, nearest intersections, etc.)
 Reason for Special Use Request: REQUIRED BY ORDINANCE

 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

Use applied for:

Micro Brewery

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

How Standard #1 has / will be met:

Property is located directly across from town district public parking. There will be no parking on either Erwin or Church Street so traffic will not be affected.

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

How Standard #2 has / will be met:

The property is surrounded on 3 sides by 100+ public parking spaces

Standard #3: Protective screening.

How Standard #3 has / will be met:

Guardrail will be installed around front patio entrance and secondary entrances. To also include planters with shrubs.

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

How Standard #4 has / will be met:

Wednesday - Thursday 4:00pm - 10:00pm
Friday - Saturday 1:00pm - 11:00pm Sunday 1:00pm - 9:00pm

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Outdoor lighting will be installed on outside deck and entrances.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

3 entry/exits - large store front (Bayside) 1 - man door (Bayside)
1 - Small store front (Facing City hall). 3 - Emergency Exits only on
(North East and South)

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

The Brewery is located in the heart of downtown district
and will serve as a gathering place for the City of Centerville
and its visitors.

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

A) production will be in a wholly enclosed building

B) There ARE NO residential uses or districts within 50ft.

Signed,

Applicant or Representative

2/15/2020
Date

Item # 4

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 02/21/2020

Date Two Years Prior to Application: 02/21/2018


Date Five Years Prior to Application: 02/21/2015

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	<u>X</u>
Council Member:		
Ward 1- Kari Hodge	_____	<u>X</u>
Ward 2- Jayce Stepp	_____	<u>X</u>
Ward 3- Cary Roth	_____	<u>X</u>
Ward 4- Calvin Cooley	_____	<u>X</u>
Ward 5- Gary Fox	_____	<u>X</u>
Ward 6- Taff Wren	_____	<u>X</u>
Planning Commission		
Greg Culverhouse	_____	<u>X</u>
Harrison Dean	_____	<u>X</u>
Lamar Pendley	_____	<u>X</u>
Lamar Pinson	_____	<u>X</u>
Travis Popham	_____	<u>X</u>
Jeffery Ross	_____	<u>X</u>
Stephen Smith	_____	<u>X</u>

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


2/15/2020
 Signature Date
Michael Holder
 Print Name

LIST OF ADJACENT PROPERTY OWNERS
(Not required if City mails public notices)

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	SAM Jones United Methodist	100 W Church ST. Cartersville GA
2.	TIC Jordan LLC	1 Church ST. Cartersville GA
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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Attach additional names if necessary.

(Indicate property owned by the above persons on plat accompanying this application.)



Overview



Legend

- Parcels
- Roads

Item # 4

Parcel ID	C001-0010-003	Alternate ID	31846	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	19 N ERWIN ST Cartersville	Acreage	0.53		CARTERSVILLE GA 30120
District	Cartersville				
Brief Tax Description	LL455 LD4 S3 OLD CARTERSVILLE FIRE STATION #1 (Note: Not to be used on legal documents)				

Date created: 2/20/2020
Last Data Uploaded: 2/20/2020 8:38:16 AM

Developed by  **Schneider**
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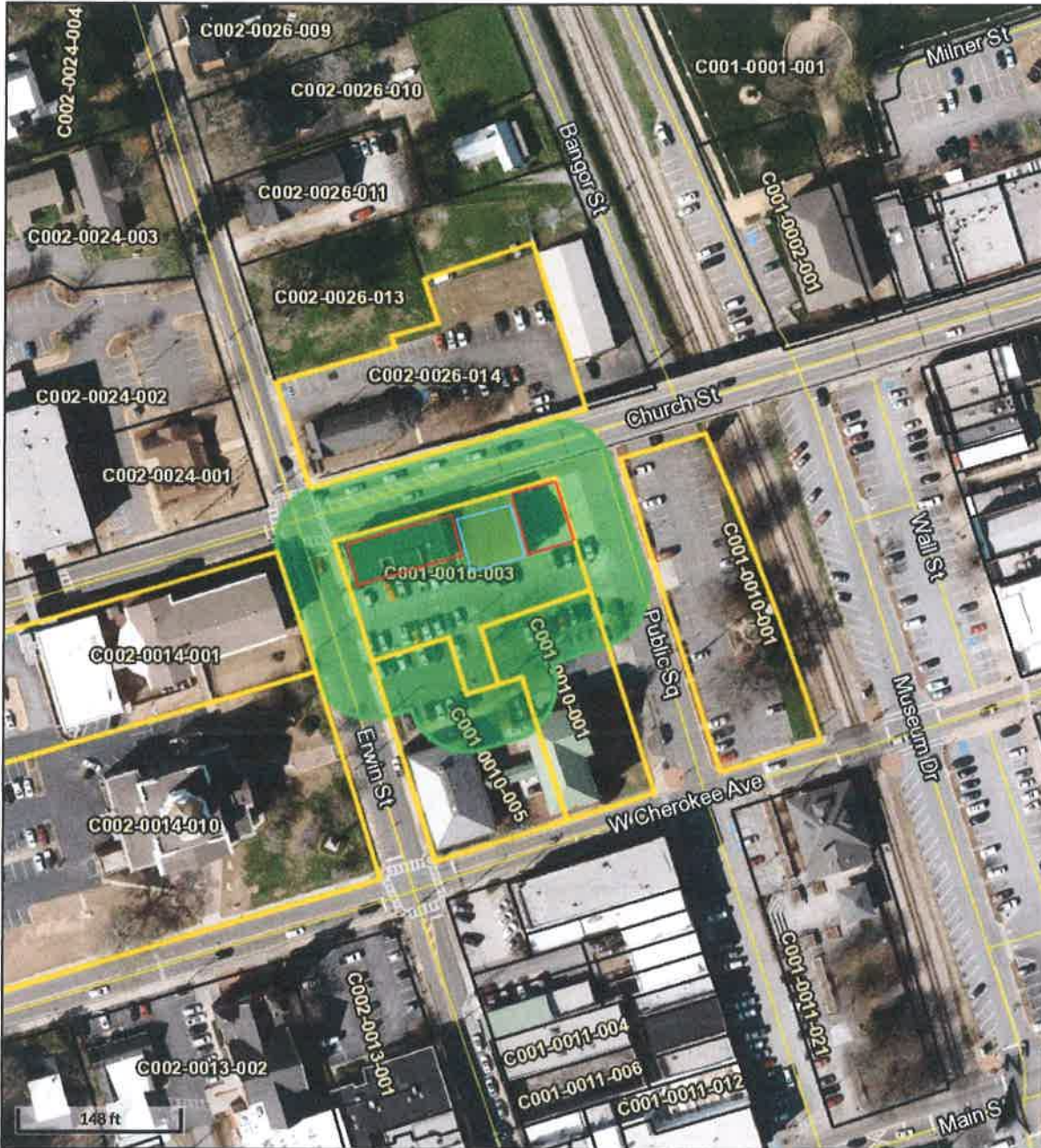
19 NORTH ERWIN STREET
CARTERSVILLE, GA
BARTOW COUNTY, GEORGIA



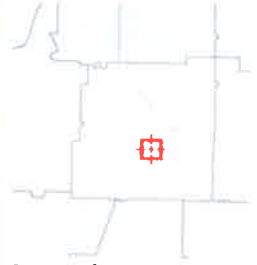
The red line shows the code accepted safe path of travel along sidewalks and pedestrian crosswalks from the front door of the church to the main entrance of the brewery. The measured distance is 416', which is greater than the code requirement of 300'.

The blue line shows the code accepted safe path of travel along sidewalks and pedestrian crosswalks from the front door of the church to the secondary entrance of the brewery. The measured distance is 478', which is greater than the code requirement of 300'.

Note: The fenced patio will be fully enclosed around the perimeter except for the opening at the main entrance on the south east side of the patio



Overview






Legend

-  Parcels
-  Roads

Item # 4

Date created: 2/20/2020
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 GEOSPATIAL

	50FT. BUFFER. NO RESIDENTIAL USES OR DISTRICTS WITHIN 50FT. OF MICROBREWERY PARCEL
	SERVING AREA
	BREWING AREA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CARTERSVILLE BUILDING AUTHORITY
AND CITY OF CARTERSVILLE FOR THE OPERATION OF
19 N. ERWIN STREET, CARTERSVILLE, GA**

This Intergovernmental Agreement (“IGA”) is entered into by and between the **Cartersville Building Authority**, a public corporation of the State of Georgia (“CBA”) and the **City of Cartersville**, Georgia, a municipal corporation of the State of Georgia (sometimes hereinafter referred to as “City,” acting through its Mayor and Council. This IGA is created under the existing laws of the State of Georgia.

WITNESSETH:

WHEREAS, the City desires to rehabilitate the old fire station located at 19 N. Erwin Street, Cartersville, Georgia; and

WHEREAS, the City solicited proposals for the use and rehabilitation of the old fire station located at 19 N. Erwin Street, Cartersville, Georgia; and

WHEREAS, Shelter Beer Company submitted the only proposal for rehabilitation to the City; and

WHEREAS, the City cannot meet all of the terms and conditions of the proposal by Shelter Beer Company; and

WHEREAS, the CBA can enter into longer term leases than the City; and

WHEREAS, in order to facilitate the rehabilitation of the old fire station located at 19 N. Erwin Street, Cartersville, Georgia, the Mayor and City Council determined that it is in the best interest of the City to transfer the old fire station, pursuant to Resolution No. 01A-20 to the CBA in order to enter into a lease with Shelter Beer Company, Inc. to rehabilitate said building and to operate a brewery out of same; and

WHEREAS, the CBA and the City desire to enter into this IGA relating to the conveyance and maintenance of 19 N. Erwin Street, Cartersville, Georgia, and other provisions; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that local governments and authorities of the State of Georgia may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, the CBA and City deem it to be in the best interest of the citizens of their respective jurisdictions that this IGA be entered into; and

WHEREAS, the CBA has reviewed this IGA and did, at a special called meeting of the CBA, authorize its Chairman or Vice Chairman to execute this IGA; and

WHEREAS, the Mayor and City Council of Cartersville have reviewed this IGA and did, at the regular meeting of the City Council, authorize its Mayor and City Clerk to sign this IGA, per Resolution No. 01A-20.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is hereby acknowledged, it is hereby agreed to as follows:

1.

Definition. “Facility” as used herein refers to the old fire station and bay area at 19 N. Erwin Street, Cartersville, Georgia, including the grounds, parking areas, access roads, outbuildings and the amphitheater, and also to any part thereof.

2.

Resolution Authorizing Transfer. Pursuant to Resolution No. 01A-20, the City is conveying the Facility to the CBA based on the terms and conditions contained herein.

3.

CBA Agreement of Terms and Conditions. The CBA agrees to the terms and conditions related to the transfer of the Facility and hereby accepts said terms and conditions.

4.

Duties of the Parties. In exchange for the Facility being conveyed by the City to the CBA, the CBA shall perform the following:

- (a) CBA shall maintain detailed financial records of all revenue collected and expended in the operation of the Facility. CBA shall maintain separate accounts for the funds contributed by the City for the operation and maintenance of this Facility and rental income, separate from its general accounts used to run CBA and perform its other functions. CBA shall be required to expend funds provided for the operation and maintenance of this Facility only for these purposes.
- (b) CBA shall open its records and books to the City upon demand.
- (c) CBA shall provide an annual independent financial audit of its operations of the Facility to the City if requested by the City and said audit shall be paid for by the City.
- (d) The City shall pay all costs of operation of the Facility, including maintenance, utilities, staff costs and insurance, until such time as the rental income for said Facility shall be sufficient to pay such expenses.

5.

Expenses of Operation. It is intended by the parties and the CBA that the rent for the Facility, shall eventually generate sufficient revenue to offset the costs of operation and maintenance of the Facility. Until such time, the City shall be responsible for said costs.

6.

Shortfalls. To the extent the revenue from the Facility does not offset the costs of the facility, the CBA shall be required to present a budget request to the City for revenue support for the facility, in a timely fashion for the budget preparation deadlines of the City.

7.

Insurance. The City shall maintain property and general insurance on the Facility for the CBA, being property and general liability insurance with limits of \$1,000,000 on the Facility. When sufficient revenue has been generated, it shall become the CBA's responsibility to maintain property and general insurance on the Facility.

8.

Notices. Official notices, payments, and correspondence to the parties shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed:

CBA: Chairman
 Cartersville Building Authority
 PO Box 1024
 Cartersville, GA 30120

CITY: City Manager
 City of Cartersville
 PO Box 1390
 Cartersville, GA 30120

9.

Term. This IGA shall be in effect for fifty (50) years or until such time as the Facility is no longer occupied by Shelter Beer Company, Inc., or its successors, whichever event first occurs.

10.

Reversion. In the event that Shelter Beer Company, Inc. or its successors no longer occupy the Facility or upon the expiration of this IGA, the Facility is to be conveyed back to the City, at no cost to the City.

11.

E-Verify. CBA shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. CBA shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. “E-Verify” is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

12.

Compliance with Laws. CBA agrees to comply with any other applicable laws in its operation of the Facility.

13.

Hazardous Materials. CBA shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Property, or permit to be placed, used, stored, spilled or discharged any hazardous, toxic or dangerous substances on the Property. It is contemplated that automobile-type shows, RV-type shows, boat shows, and gun shows may be vendors, and that materials and substances related to those types of events are permitted.

14.

Entire Agreement. This IGA constitutes the entire agreement between the parties, and may be modified only in writing. This IGA may not be assigned by CBA without the prior written consent of the City, which approval may be granted or withheld at the City’s sole discretion.

15.

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



CITY OF CARTERSVILLE,
a Municipal Corporation of the State of Georgia

Attest: Meredith Ulmer
Meredith Ulmer, City Clerk

By: Matthew J. Santini
Matthew J. Santini, Mayor

[AFFIX SEAL]

Date: February 13, 2020

16.

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

17.

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

18.

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

19.

Effective Date. This IGA shall be effective February 13, 2020 or upon the date of the last signature by either party, whichever is later.

IN WITNESS WHEREOF, the CBA and City have caused this IGA to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

CARTERSVILLE BUILDING AUTHORITY,
a Public Corporation of the State of Georgia

Attest: Ralph H. Miller
Ralph H. Miller, Secretary

By: Tamara Brock
Tamara Brock, Chairman

[AFFIX SEAL]

Date: 13 Feb. 2020

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") made as of the 13th day of February, 2020 (the "Effective Date") between the Landlord set forth in Paragraph 1 of the Summary of Basic Lease Provisions on the previous page (the "Summary") and the Tenant set forth in Paragraph 2 of the Summary.

WITNESSETH:

ARTICLE I

PREMISES

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, hereby leases to Tenant, and Tenant does lease and take from Landlord, the Premises described in Paragraph 4 of the Summary. Landlord and Tenant agree that the Premises consists of approximately 10,550 square feet of gross leasable area.

TERM

Section 1.01. Initial Term. Although this Lease shall become effective on the Effective Date, the term of this Lease shall begin on the Commencement Date (as defined in Paragraph 5 of the Summary) and shall, unless extended pursuant to Section 2.03, terminate on the last day of the **tenth (10th)** Lease Year of the term hereof. For purposes of this Lease, the first Lease Year shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter and each succeeding twelve (12) month period shall constitute a "Lease Year".

Section 1.02. Intentionally Deleted.

Section 2.03 Renewal Option. Tenant shall have the right to extend the Initial Term of this Lease as set forth in Paragraph 6 of the Summary, which Renewal Option shall be exercisable upon the following terms and conditions:

- (a) Tenant shall give Landlord written notice of such election to extend the term hereof two hundred seventy (270) days prior to the expiration of the then current term;
- (b) At the time of exercise of such election and at the commencement of any option term, Tenant shall not be in default under this Lease beyond any applicable grace or notice periods; and
- (c) The Renewal Option terms shall be upon the same terms and conditions as during the Initial Term hereof, except that Tenant shall have no further option to extend the term of the Lease beyond the Renewal Option term(s) set forth in Paragraph 5 of the Summary, any additional term may not be exercised unless the prior term was exercised and Tenant shall pay to Landlord Annual Rent during such additional terms at the rates set forth in Paragraph 8 of the Summary and Section 3.01 below, multiplied by the actual square footage of the Premises as determined pursuant to Article 1, payable in twelve (12) equal installments, in advance and without notice, on the first day of each calendar month.

If Tenant elects to exercise any such option, the term of this Lease shall be automatically extended for the period of such additional term without necessity for the execution of any instrument to effect the same. In such event the phrases "the term", "the term of this Lease" and "the term hereof" as used in this Lease shall include such additional term(s).

ARTICLE II

RENT

Section 2.01. Annual Rent.

(a) Tenant agrees to pay Landlord and Landlord agrees to accept, commencing on the Commencement Date and during the term hereof, at such place as Landlord shall from time to time direct by notice to Tenant, a minimum guaranteed annual rent ("**Annual Rent**") for the term of this Lease at the yearly rates set forth in Paragraph 8 of the Summary, multiplied by the actual square footage of the gross leasable area of the Premises as determined pursuant to Article 1, payable in advance, without notice, and in legal tender of the United States of America, drawn on a national banking institution located in the continental United States, in equal monthly installments on or prior to the first day of each and every calendar month during the term of this Lease, and pro-rated for the fractional portion of any month.

(b) As used herein, the term "**Additional Rent**" shall consist of all other sums of money including, but not limited to, Taxes and Operating Costs and Insurance pursuant to Sections 3.03 and 3.04 (if applicable) as shall become due from and be payable by Tenant hereunder (for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Annual Rent).

(c) The Annual Rent and Additional Rent payable hereunder by Tenant shall be paid without setoff, counterclaim, deduction, or defense and, except as otherwise expressly provided herein, without abatement or suspension. If Tenant fails to pay any installment of Annual Rent, Additional Rent, or any other payment due to Landlord from Tenant when due under this Lease ("collectively, "**Rent**"), Landlord may assess Tenant a late charge as set forth in Section 3.06 hereof.

Section 2.02. Percentage Rent. Intentionally Deleted.

Section 2.03. Taxes. Tenant shall be responsible for all taxes. Tenant shall also be responsible for paying the Business Improvement District Ad Valorem tax, regardless of whether or not they are required to pay other ad valorem property taxes.

Section 2.04. Operating Costs. Intentionally Deleted.

Section 3.05 Gross Sales Report. Intentionally Deleted.

Section 3.06 Late Charge. If Tenant fails to pay any installment of Monthly Rent, Additional Rent, or any other payment due to Landlord from Tenant when due under this Lease, Landlord will assess Tenant a late charge equal to five percent (5%) of the amount past due. Landlord and Tenant agree that such late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for Landlord's loss caused by Tenant's late payment. Notwithstanding the foregoing, with respect to the first time in any calendar year that Tenant has failed to pay any such installment of Monthly Rent, Additional Rent, or other payment due from Tenant to Landlord under this Lease, such late charge shall not apply unless Tenant has failed to make such payments within five (5) business days after receipt of Landlord's written notice of such delinquency. Landlord shall not be required to give Tenant such notice more than once in any calendar year prior to assessing such late charge.

ARTICLE III

PREPARATION OF THE PREMISES

Section 3.01. Landlord shall deliver the Premises to Tenant within one (1) day following the Effective Date. Landlord shall deliver the Premises in As-Is Condition and in accordance with **Exhibit B** to this Lease. The "**Delivery Date**" shall be the date on which the Landlord surrenders the Premises to Tenant in broom clean condition with all personal property removed. In the event that Landlord is unable to deliver the Premises within the 1-day period set forth above, then the Rent Commencement Date shall be extended by one (1) day for each day of delay beyond such 1-day period. In the event the Delivery Date does not occur within one hundred twenty (120) days following the Effective Date, then Tenant shall have the right to terminate this Lease with written notice to Landlord on or before fifteen (15) days following the expiration of such 120-day period. Should Tenant waive its right to terminate the Lease under this provision, the Rent Commencement date will continue to be extended until such date that the Premises is delivered.

Section 3.02. Utilities. Tenant shall be responsible for obtaining water, gas, electric and telephone services directly from the utility supplier and paying all applicable charges with respect thereto. If Landlord provides any such utility services to all tenants in the Property, Tenant shall pay, as Additional Rent, such utility charges.

Section 3.03. Tenant's Improvements. Tenant shall, at its cost, perform improvements to the interior of the Premises to ready the Premises for Tenant's occupancy (collectively, "**Tenant's Work**"). The plans and specifications depicting Tenant's Work shall be prepared and approved in accordance with the terms of this Section and **Exhibit B** hereto. Plans and specifications shall be prepared by Tenant's architect and shall be submitted to Landlord for Landlord's approval. Within fifteen (15) days after submission by Tenant, Landlord shall approve the plans and specifications or provide Tenant's architect with comments regarding the plans and specifications. If comments are provided by Landlord, the plans and specifications shall be revised by Tenant's architect and returned to Landlord within fifteen (15) days from the receipt of Landlord's comments. The submission of revised plans and specifications and providing of comments thereon shall continue (subject to the same fifteen (15) day deadlines as to responses by Tenant and Landlord) until such time as the plans and specifications are approved by Landlord. Landlord agrees that Landlord shall not unreasonably withhold and shall not delay Landlord's approval of the plans and specifications, nor condition said approval on unreasonable notes to the plans and specifications. Tenant shall cause all improvements to be built substantially in compliance with plans approved by Landlord by a general contractor approved by Landlord, such approval not to be unreasonably conditioned, delayed or withheld. Tenant shall cause all improvements to the Premises performed by Tenant to be constructed in compliance with all lawful requirements of governmental authorities, including the Americans with Disabilities Act and with all applicable environmental laws, and Tenant shall indemnify and hold Landlord harmless for all damages, liability, costs and expenses (including reasonable attorneys' fees) suffered by reason of breach of the foregoing.

Tenant hereby grants to Landlord a contingent license to use all plans, designs, specifications, work product, licenses, permits, approvals, certificates, rights and agreements of every type and nature with or from all architects, engineers, third party vendors, boards, agencies departments, governmental or otherwise, relating directly or indirectly to the Tenant Work whether heretofore or hereafter issued or executed, in the event the Lease is terminated prior to completion of the Tenant Work. Tenant agrees to execute such further and additional instruments and assignments as may be requested by Landlord to vest in Landlord all rights of Tenant under any of the foregoing.

ARTICLE IV

REPAIRS, ALTERATIONS AND SIGNS

Section 4.01. Landlord's Repairs/Maintenance. The Premises is being leased in its "as in" condition; and as referenced on the reports attached as Exhibit " E. Landlord, in its reasonable discretion, shall make all necessary repairs to the exterior walls of the Premises, the roof, and foundation at its sole cost and expense, except as otherwise agreed to by the parties. All such repairs shall not be considered Operating Costs for purposes of this Lease. The Authority shall lease "as is" initially, and make repairs to the exterior, roof, walls, and foundation, as needed, in its sole discretion and as mutually agreed to by the Parties hereto, which shall not be unreasonably conditioned, delayed, or withheld.

Section 4.02. Tenant's Repairs/Maintenance. Except with respect to Landlord's repair obligations, Tenant shall repair, keep and maintain, at Tenant's sole cost and expense, the entirety of the Premises and the Property, including without limitation, Tenant's signage, elevator/lift, storefront, plate glass, and all elements thereof and systems therein (including the HVAC and mechanical, electrical and plumbing systems) or attached thereto in good order and condition making, when required, replacements thereto. Landlord agrees to assign to Tenant any and all assignable warranties, extended warranties and guarantees given to Landlord by Landlord's contractors or materialmen with respect to mechanical parts of the heating, ventilating and air conditioning (HVAC) system. Tenant shall carry, at its sole cost and expense, a commercially reasonable maintenance and quarterly service contract covering the HVAC facilities serving only the Premises. Tenant shall replace, at its expense, any and all plate glass damaged or broken from any cause in and about the Premises.

Section 4.03. Requirements of Law. Any modifications, alterations or improvements to the Premises mandated by any applicable federal, state or local law shall be made by Tenant, at its own cost and expense.

Section 4.04. Tenant's Alterations.

(a) Tenant shall have the right, at its sole expense, from time to time, to redecorate the Premises and to make such other interior, non-structural alterations and improvements as Tenant shall deem expedient or necessary for its purposes so long as same do not affect any systems serving other premises. If appropriate under applicable laws, Tenant shall post signs of non-responsibility in the Premises stating Landlord's interest in the Premises and the Property is not subject to having a lien placed against it in connection with any such alterations or improvements. Tenant will indemnify and save harmless Landlord from and against all mechanics' liens or claims by reason of such alterations or additions which may be made by Tenant on the Premises. In the event any such lien is filed against the Premises or the Property, Tenant shall remove same within thirty (30) days (or such shorter period as Landlord may require if such demand is made by Landlord in connection with a refinancing or sale of the Property or any portion thereof) of request of Landlord. If Tenant fails to remove or bond such lien, in addition to all other remedies available to Landlord, Landlord may remove or bond same at Landlord's expense and bill Tenant therefor as Additional Rent, payable within thirty (30) days of receipt by Tenant of Landlord's demand for reimbursement.

(b) All alterations, additions, and improvements in, on, or to the Premises made or installed by Tenant, including carpeting, but excluding furniture, furnishings, movable partitions of less than full height from floor to ceiling and other trade fixtures, shall be and remain the property of Tenant during the Lease but shall become a part of the realty and belong to Landlord without compensation to Tenant upon the expiration or sooner termination of the Lease. Tenant's ability to make alterations and improvements to the Premises shall be governed by Section 5.04(a).

Section 4.05. Signs. Subject to applicable laws, Tenant has the right to pursue signage opportunities as it sees fit for the Property. Landlord hereby agrees that it will exercise diligent, good faith efforts to assist

Tenant in the filing and pursuit of required applications (including variance application as needed) permitting Tenant's desired signage. No signage promoting/advertising alcohol or including words related to the use, serving, drinking, dispensing, brewing, or manufacturing alcohol shall be allowed on N. Erwin Street or facing N. Erwin Street.

ARTICLE V

SERVING PROVISIONS

Section 5.01. Operations/Serving Rules.

(a) Tenant shall obtain and pay for all licenses and permits which may be necessary in connection with the operation of its business in the Premises. Tenant shall comply with all governmental regulations, including zoning ordinances, of any governmental authority and all restrictive covenants and documents of record that apply to the Premises.

(b) **Serving Rules:**

(i) Trash shall be disposed of in a neat and orderly way by placing in an enclosure which will minimize odors from emanating therefrom. A mutually approved agreement to use trash facilities shared with neighboring business, and approved by the county health department is an acceptable substitute for an onsite trash enclosure.

(ii) If required, Tenant shall install grease traps in accordance with rules and regulations of governmental agencies and health departments and shall have the grease traps professionally cleaned in accordance with local regulations. Tenant shall apply for, and keep in effect a water discharge permit as required by the City of Cartersville, Bartow County, or any other governmental agency, as required. Grease trap(s) shall be cleaned by an authorized hauler, on the schedule required by the City of Cartersville, per City of Cartersville regulations, waste manifests copies shall be maintained at the Premises and accessible for inspection without notice for 36 months following each cleaning.

(iii) If required, the hood and duct system shall be professionally cleaned as frequently as required by the Bartow County Environmental Health Department. Cleaning logs or reports and cleaning schedule and copies of hood cleaning receipts shall be kept at the Premises and accessible for inspection for 12 months following each cleaning.

ARTICLE VI

INDEMNITY

Section 6.01. Landlord Indemnity. Intentionally Deleted.

Section 6.02..

Section 6.03. Tenant Indemnity. Except as provided in subsection 11.03, Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs, damages or claims, whether for personal injury or property damage, (i) occurring on, in or about the Property and the Premises during the term (except if caused by any negligent act or omissions of Landlord, its agents, contractors, invitees or employees), (ii) arising out of any default by Tenant hereunder; (iii) arising out of any negligent act or omission of Tenant, its agents, contractors, invitees or employees in the Property, but outside the Premises; or (iv) occurring on the Premises prior to the beginning of the term, but only if caused by any act or omission of

Tenant, its agents, contractors, invitees or employees. Tenant shall, at its own expense, defend all actions brought against Landlord, its agents or employees for which Tenant is responsible for indemnification hereunder, and if Tenant fails to do so, Landlord (at its option, but without being obligated to do so) may, at the cost and expense of Tenant and upon notice to Tenant, defend such actions, and Tenant shall pay and discharge any and all judgments that arise therefrom.

Notwithstanding the generality of the foregoing to the contrary, Tenant hereby indemnifies and holds Landlord harmless from and against any and all liabilities, claims, fees and costs, including, without limitation, attorney's fees, related directly or indirectly to the purchase, sale, distribution or consumption of beer, wine, liquor or other alcoholic beverages in any manner relating directly or indirectly relating to either Tenant or the Premises. The terms and condition of this Section 7.02 shall survive the expiration or sooner termination of this Lease. Tenant shall conduct the sale of alcoholic beverages at the Premises in compliance with all current and future applicable laws, rules, regulations and ordinances pertaining to the sale of alcoholic beverages. Tenant shall have the sole responsibility to prevent any unlawful activity from occurring on the Premises in violation of such laws, rules, regulations, and ordinances. Tenant agrees that Landlord shall have no obligation to monitor Tenant's sale of alcoholic beverages at the Premises or to inspect for or prevent the occurrence of any illegal activity on the Premises.

ARTICLE VII

USE

Section 7.01. Permitted Use. The Premises shall be used and occupied for the purpose set forth in Paragraph 7 of the Summary, and for no other purpose.

Section 7.02. Intentionally Deleted.

Section 7.03. Operating Covenant. Promptly following the Delivery Date, Tenant agrees to install Tenant's fixtures and shelving in the Premises, stock the Premises and otherwise fit-up the Premises for its required use, and Tenant shall open for business to the public at the Premises no later than three hundred sixty (360) days after the Commencement Date (the "**Required Opening Date**"). Tenant acknowledges that Landlord is relying on the continuous operation of Tenant's business in the Premises in accordance with the terms and conditions of this Lease; provided, however, so long as Tenant is not in default under this Lease, either at the time of notification to Landlord or on the Go Dark Date (as that term is hereinafter defined), Tenant shall have the right to cease operations of its business in the Premises after the first (1st) anniversary of the Commencement Date subject to the following terms and conditions: (i) Tenant shall give Landlord written notice of its election to cease operations at the Premises at least thirty (30) days prior to the date Tenant seeks to cease operations (the "**Go Dark Date**"). Such written notice shall specify the Go Dark Date; (ii) **Tenant's election to cease operations at the Premises shall not relieve Tenant of any of the other obligations and liabilities under this Lease;** and (iii) at any time after Tenant provides written notice to Landlord of its election to cease operations in the Premises, Landlord may elect to recapture the Premises by terminating this Lease upon thirty (30) days written notice to Tenant, such notice to include the date of the recapture (the "**Recapture Date**"). Following such Recapture Date, Tenant shall have no further rights, obligations or liabilities with respect to the Premises following the Recapture Date

Section 7.04. General Provisions Regarding Use. Tenant shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Tenant shall not permit any operation which emits any odor or matter which intrudes into neighboring properties, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Property in violation of applicable law. Tenant shall neither permit any waste on the Property nor allow the Property to be used in any way which would, in the reasonable opinion of Landlord, cause additional fire hazards, or which would in any way increase or render void the fire insurance on the Property. Tenant agrees to obtain any licenses and permits required for any use made of the Property by Tenant. Tenant agrees to keep

the Premises and the sidewalks and the walkways adjacent to the Premises and any loading platform and service area used by Tenant clear and free from any rubbish and dirt and to store all trash and garbage within the Premises or at locations mutually agreed to between Landlord and Tenant and arrange for the regular pickup of such trash or garbage at Tenant's expense.

Section 7.05. Hazardous Materials. Tenant covenants that, without first obtaining Landlord's written consent, neither Tenant, nor any of its agents, employees, licensees, contractors or invitees shall cause or permit any Hazardous Materials (as defined herein) to be stored, handled, treated, released or brought upon or disposed of on the Premises; provided, however, Tenant shall be entitled to use such Hazardous Materials as typically used by responsible businesses operating retail businesses in first class properties provided Tenant shall comply with any and all applicable laws, ordinances, rules, regulations and requirements respecting the storage, handling, treatment, release, disposal, presence or use of such permitted Hazardous Materials. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, any and all materials or substances deemed hazardous or toxic or regulated by applicable federal, state or local laws, statutes, ordinances and regulations, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Response Act, as amended, 42 U.S.C. § 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultants' fees, experts' fees, attorney's fees and court costs), liabilities or losses resulting from the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises or the Property from and after the Effective Date, but only to the extent caused or permitted by Tenant, its agents, employees, licensees, contractors or invitees. Without limiting the generality of the foregoing indemnity, in the event Landlord has a reasonable basis to believe that the covenant set forth in this paragraph has been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any contamination by such Hazardous Materials. Any sums expended by Landlord shall be reimbursed by Tenant, as Additional Rent, within thirty (30) days of demand therefor by Landlord. The obligations of this subsection shall survive the expiration or earlier termination of this Lease.

Section 7.06. Compliance with Laws. Tenant shall comply with all applicable laws, rules, ordinances, regulations, restrictions and covenants applicable to the Premises.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Section 8.01. Assignment and Subletting by Tenant.

(a) **Transfers.** Tenant shall not assign or in any manner transfer this Lease or any interest therein, or sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises, excluding the renting of the Premises to a third party for a period of 24 hours or less ("**Private Events**"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In determining whether to grant or withhold its consent, Landlord shall be entitled to take into account all relevant facts and circumstances, including without limitation, the creditworthiness, character, reputation and operating experience of the proposed assignee, subtenant, licensee, concessionaire, the compatibility of the operation of the Premises by such proposed assignee, subtenant, licensee or concessionaire with the remainder of the Property (including whether the proposed use violates any of the then current use restrictions), and Landlord's determination of the probability that the operation of the Premises by such assignee, subtenant, licensee or concessionaire will result in the payment of rent not less than the levels then paid by Tenant. Consent by Landlord to one or more assignments or subleases, shall not operate as a waiver of

Landlord's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, including under Section 9.01(b) below, Tenant and Guarantor shall at all times remain fully liable for the payment of the Rent herein specified and for compliance with all of its other obligations under this Lease, including without limitation, all obligations occurring during any extensions or renewals of the term pursuant to the terms of Section 2.03. Tenant and Guarantor shall remain primarily liable notwithstanding any modifications that may be made to the Lease in the future.

(b) Permitted Transfers. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, without Landlord's consent or approval, but subject to all other terms of this Lease to enter into an assignment or transfer of this Lease, or a sublease of the Premises (A) to any corporation controlled by, in control of or under common control with Tenant or is an affiliate of Tenant; or (B) to any corporation or entity which shall acquire all or substantially all of the stock or all or substantially all of the assets of Tenant as a result of a consolidation, merger or sale. Tenant shall provide Landlord with reasonable advance notice of any transaction which is permitted pursuant to the terms of this subsection and within thirty (30) days of the consummation of such transaction, Tenant shall provide Landlord with a true and correct copy of the relevant assignment, sublease or license agreement.

(c) Profit. Intentionally Deleted.

(d) Costs. Intentionally Deleted.

Section 8.02. Assignment by Landlord. Landlord shall have the right to assign this lease. If the transferee assumes all of Landlord's obligations accruing from and after the date of such transfer, Landlord shall be released as to all such obligations accruing from and after the date of such transfer.

ARTICLE IX

FIXTURES AND PERSONAL PROPERTY

Section 9.01. Tenant's Property. All counters, shelving and other equipment and all other trade and light fixtures installed by or at the expense of Tenant and all erections, additions and/or improvements not affixed to the Premises which were made to, in or on the Premises by and at the expense of Tenant and are susceptible of being removed from the Premises without damaging in any manner the structure of the Premises ("**Tenant's Personal Property**"), shall remain the property of Tenant and Tenant may, but shall not be obligated to unless Landlord so demands, remove the same or any part thereof at the end of the term hereof. In all events Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal so as to return the Premises to good working order and condition. Any such counters, shelving and other equipment and fixtures remaining in the Premises upon the expiration of the term shall, at the option of Landlord, become the sole property of Landlord without any further action by Landlord.

Section 9.02. Landlord's Lien. Intentionally Omitted.

Section 9.03. Landlord's Liability. Landlord shall not be liable for any damage to property of Tenant or of others located in the Premises or in the Property, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other persons on the Property, in the Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent or patent defect in the Premises. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from and hereby

waives any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross negligence of Landlord.

ARTICLE X

INSURANCE

Section 11.01. Landlord's Insurance.

(a) **Liability Insurance.** Landlord shall maintain insurance covering Landlord's liability for ownership, maintenance and use of the Premises and the Property. Such insurance shall provide limits on a "per location" basis of not less than (a) \$1,000,000 with respect to injury to any one person, \$1,000,000 with respect to any one occurrence, and \$1,000,000 with respect to property damage arising out of any one occurrence, or (b) \$1,000,000 combined single limit coverage.

(b) **Property Insurance.** Landlord shall maintain "all-risk" property insurance covering the Premises and the remainder of the improvements in the Property against loss or damage resulting from fire and other insurable loss. Such insurance shall be in an amount no less than the full replacement cost basis (subject to customary deductibles and exclusions from coverage).

Section 10.02. Tenant's Insurance.

(a) **Liability Insurance.** Tenant and all of Tenant's concessionaires, contractors and subtenants, shall, at their sole cost and expense, obtain and keep in force during the Term of this Lease, a policy of commercial general liability insurance with broad form endorsement, including personal injury liability, contractual liability, products and completed operations liability and liquor liability, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. That and other insurance shall not be less than the following:

Bodily Injury & Property Damage:	\$1,000,000 any one occurrence
Personal and Advertising	\$1,000,000 any one person or organization
Medical Payments	\$5,000 any one person
Aggregate Limits	\$1,000,000 Premises Operations \$1,000,000 Products/Completed Operations \$2,000,000 General Aggregate
Excess (Umbrella) Liability	\$1,000,000 Additional Limit
Business Automobile Insurance	\$1,000,000 Combined Single Limit per accident including ANY AUTO, owned, non-owned and hired automobiles
Workers' Compensation Statutory:	In accordance with the law of the State in which the Property is located \$100,000 Each Accident \$500,000 Disease - Policy Limit \$100,000 Disease - Each Employee

Liquor liability coverage/liability arising out of the consumption of food and/or alcoholic beverages

One Million Dollars (\$1,000,000.00) per occurrence for physical injury and death and property damage

(b) Property Insurance. Tenant shall maintain in full force and effect on all trade fixtures, machinery and equipment, stock and inventory, improvements (other than Tenant improvements installed and paid for by Landlord) and betterments, and other personal property on the Premises, a policy of all risk/special form property insurance and, if applicable, boiler and machinery insurance, covering the full replacement value of such property in an amount adequate to avoid co-insurance. During the Term of this Lease, the proceeds from any such policy of insurance shall be used for the repair and/or replacement of the fixtures, equipment and other personal property so insured. Landlord shall have no interest in the insurance upon Tenant's equipment and fixtures and will sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss by Tenant. Landlord will not carry insurance on Tenant's possessions or Tenant installed improvements and betterments.

(c) Tenant's Business Interruption Insurance. Intentionally Deleted.

(d) General Requirements. Within sixty (60) days prior to the Delivery Date, Tenant shall furnish Landlord with certificates of insurance with endorsements evidencing that the requirements set forth herein are in full force and effect and at least thirty (30) days prior to the Commencement Date, Tenant shall deliver to Landlord certified copies of policies, or at Landlord's discretion, certificates of insurance evidencing the coverages required to be carried by Tenant, with loss payable clauses satisfactory to Landlord. Any deductible under any insurance must be approved in writing prior to occupancy of the Premises. Upon demand, Tenant shall provide Landlord, at Tenant's expense, with such increased amount of insurance coverage, and such other insurance as Landlord or Landlord's lender may reasonably require to afford Landlord and Landlord's lender adequate protection. Tenant shall provide Landlord with notice of loss or damage to property within forty-eight (48) hours after such loss or damage occurs. The limit of any insurance Tenant is required to provide pursuant to this Article XI shall not limit the liability of Tenant hereunder.

All policies are to be written by a company having a general policyholder's rating of not less than "A" and a rating in financial size of Category XI, as rated in the most current "Best's" insurance reports, and authorized and licensed to issue such policies in the state where the Premises are located. The policies shall be written on an occurrence basis and shall include coverage for continual or repeated exposure to conditions which result in bodily injury or property damage neither expected nor intended from the standpoint of the insured. Any such insurance required of Tenant hereunder may be furnished by Tenant under a blanket policy carried by it, providing the policy properly allocates the required limits to this property, or under a separate policy thereof.

In addition, each policy evidencing insurance as required to be carried by Tenant pursuant to Section 11.02 of this Article shall contain the following provisions and/or clauses: (i) a cross-liability clause; (ii) a provision that such policy and the coverage evidence thereby shall be primary and non-contributing with respect to any policies carried by Landlord and/or Landlord's managing agent, and that the coverage carried by Landlord and/or Landlord's managing agent shall be excess insurance; (iii) a provision including Landlord, Landlord's managing agent, lender, and other parties as specifically designated by Landlord as named insureds (except with respect to workers' compensation insurance); (iv) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representative which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives; (v) a severability clause; (vi) a provision that the insurer will not cancel, reduce coverage or fail to renew the coverage provided by such policy without first giving Landlord and all additional insured thirty (30) days' prior written notice; and (vii) and in like amounts, covering Tenant's contractual liability under the aforesaid indemnification.

If Tenant or Tenant's concessionaires, contractors or subtenants fail to procure and maintain any of the insurance required to be carried by them pursuant to this Article XI, Landlord may, but shall not be required, to procure and maintain the same at Tenant's expense, which expense shall be considered Additional Rent, and such amount, together with an administrative fee of fifteen percent (15%) shall be paid by Tenant within ten (10) days of written demand. Additionally, if Tenant fails to provide to Landlord any certificate of insurance required hereunder on a timely basis, Landlord may, in addition to any other remedy available hereunder, charge Tenant an administrative fee of Two Hundred and 00/100 Dollars (\$200.00) and such fee shall be deemed Additional Rent.

Section 10.03. Waiver of Subrogation. Whether the loss or damage is due to the negligence of either party or its agents or employees, or any other cause, each of Landlord/Landlord's managing agent and Tenant hereby releases the other party and its agents and employees from responsibility for and waives its entire claim of recovery for (a) any loss or damage to the real or personal property belonging to either party located in the Premises arising out of any of the perils which are covered by Landlord's and/or Tenant's property insurance policy, and perils which are covered by the insurance Landlord and/or Tenant is required to carry under this Lease, or (b) loss resulting from business interruption or loss of revenue income at the Premises, arising out of any of the perils which may be covered by the business interruption or by the loss of rental income insurance policy required to be carried under this Lease held by the party sustaining the loss. Each party shall cause its insurance carrier(s) to consent to such waiver of all rights of subrogation against the other. Upon Landlord's request, Tenant shall provide Landlord a copy of any such insurance policies evidencing Tenant's waiver of subrogation rights against Landlord/Landlord's managing agent.

ARTICLE XI

CASUALTY

Section 11.01. Restoration. In the event that the Premises shall be damaged or destroyed by fire or other casualty insurable under Landlord's insurance coverage and neither Landlord nor Tenant elects to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Landlord's obligation to rebuild and repair under this Section shall be limited to the restoration of the Premises to substantially to the condition in which the same existed immediately prior to the casualty and shall be further limited to the extent of insurance proceeds available to Landlord for such restoration. Tenant agrees that promptly after completing of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its signs, trade fixtures, equipment and other personal property and to reopen for business to the public. If the damage is of a nature so as to prevent Tenant's operation of its business during the period of Landlord's restoration of the Premises and/or Property (the "Restoration Period"), Rent shall be fully abated during the Restoration Period. If the damage is of a nature so as to significantly impair, but not prevent, Tenant's operation of its business, Tenant and Landlord agree to reduce Rent by an amount to be agreed upon in writing within 30 days of Landlord's notification of its good faith estimate of the time needed to undertake restoration/reconstruction of the Premises and/or Property.

Section 11.02. Duty to Operate. Tenant agrees that during any period of reconstruction or repair of the Premises it will continue the operation of its business within the Premises to the extent reasonably practicable.

Section 11.03. Right to Terminate. Upon the occurrence of a fire or other casualty, Landlord shall notify Tenant of Landlord's good faith estimate of the time needed to undertake reconstruction of the Premises and/or the Property, as the case may be, and whether sufficient insurance proceeds are available for restoration. If such estimated time to repair exceeds two hundred seventy (270) days from the date of Casualty, or if sufficient proceeds will not be available to Landlord for restoration, either Party shall have the right to terminate this Lease, provided notice of termination is given in writing to the other Party within thirty (30) days after Landlord provides notice of such good faith estimate. In the event either Party does not exercise such right of termination

as provided in the immediately preceding sentence, Landlord shall, at its sole cost and expense, commence to repair the damage caused by such casualty, subject to the provisions of Section 12.01.

Section 11.04. Landlord's Right to Terminate. Without limiting the provisions of Section 12.03 above, in the event of damage to the Building to the extent that Landlord determines not to rebuild such Building, Landlord shall have the right to terminate this Lease by written notice to Tenant within sixty (60) days of the occurrence of such casualty.

ARTICLE XII

CONDEMNATION

Section 12.01. Substantial Taking. In the event of a taking for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or sale in lieu thereof, Tenant and Landlord shall have the right to terminate this Lease by delivering written notice to the other within sixty (60) days of the occurrence of such event in the following circumstances: (i) if more than thirty percent (30%) of the floor area of the Premises is taken; (ii) if less than thirty percent (30%) of the floor area of the Premises is taken but the remainder of the Premises is not useable by Tenant in the operation of its business (as mutually determined by Landlord and Tenant); or (iii) if a Substantial Portion of the Property is taken or sold in lieu thereof. As used herein, the term "**Substantial Portion of the Property**" is defined to be any taking which results in the loss of direct access to and from the Premises and an adjacent public street or highway.

Section 12.02. Insubstantial Taking. In the event of a taking or sale in lieu thereof which does not result in a termination of this Lease, Annual Rent and Additional Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date possession is taken by the condemning authority. Landlord shall make all necessary repairs or alterations necessary to render the Premises an architectural whole.

Section 12.03. Award. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Property shall be the property of Landlord. Tenant hereby assigns its interest in any such award to Landlord except for any portion of the award attributable to Tenant's fixtures, equipment or leasehold improvements made by Tenant at Tenant's expense. Tenant shall have the right to claim any compensation as may be separately awarded or receivable by Tenant in Tenant's own right on account of any cost or loss Tenant may suffer for the removal of Tenant's merchandise, furniture, fixtures or equipment, the loss of the unamortized value of the improvements made pursuant to this Lease or any other element of special damage separately recoverable by Tenant, provided the filing of such claim does not materially and adversely affect Landlord's claim.

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Events of Default by Tenant.

(a) The occurrence of any one or more of the following events shall constitute an "Event of Default":

(i) if Tenant shall default in the payment of Annual Rent or any item of Additional Rent and shall fail to cure such default within ten (10) days following receipt of written notice; provided that Landlord shall not be required to provide written notice more than one time in any 12 consecutive month period; or

(ii) if Tenant shall default in the observance or performance of any of its covenants or obligations under this Lease (other than the payment of Annual Rent and Additional Rent), and shall not have cured such default within thirty (30) days after written notice from Landlord of such default, or, if such default is of such a nature that it cannot be completely remedied within said thirty (30) days, Tenant shall not (i) have promptly, upon the giving by Landlord of such notice, advised Landlord of Tenant's intention to institute all steps necessary to remedy such situation, (ii) promptly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same, and (iii) complete such remedy within a reasonable time after the date of the giving of said notice by Landlord and in any event prior to such time as would either subject Landlord or Landlord's agents to prosecution for a crime or cause a default under any lease or mortgage affecting the Property; or

(iii) if Tenant shall fail to take occupancy of the Premises prior to the Commencement Date; or

(iv) if Tenant shall fail to continuously use, occupy and operate pursuant to Section 8.03 above, and such failure shall continue for a period of (a) thirty (30) consecutive days or (b) forty-five (45) days in any single calendar year (except as otherwise expressly provided herein); or

(v) if Tenant or any guarantor of this Lease shall file a voluntary petition in bankruptcy or insolvency, or commence a case under the Federal Bankruptcy Code, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), or shall make an assignment for the benefit of creditors or shall seek or consent or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any guarantor or of all or any part of Tenant's or guarantor's personal property; or

(vi) if, within sixty (60) days after the commencement of any proceeding against Tenant or any guarantor, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Tenant or any guarantor or of all or any part of Tenant's or guarantor's personal property, without the consent or acquiescence of Tenant or any guarantor, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any guarantor or any of Tenant's or guarantor's personal property pursuant to which the Premises, or any part thereof, shall be taken or occupied or attempted to be taken or occupied.

Section 13.02. Remedies for Tenant's Default. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise, without any notice or demand:

(a) Commence dispossessory, eviction or forcible detainer proceedings with or without the termination of this Lease.

(b) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Annual Rent, Additional Rent, damages or otherwise.

(c) Terminate the term of this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the term under this subsection or otherwise.

(d) With or without terminating the Lease, Landlord may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as part of a larger area, and the right to change the character or use made of the Premises). In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable.

(e) Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur.

(f) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

Section 13.03. Miscellaneous. No agreement to accept a surrender of the Premises and no act or omission by Landlord or Landlord's agents during the Term shall constitute an acceptance or surrender of the Premises or a termination of this Lease unless made in writing and signed by Landlord. No re-entry or taking possession of the Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No custom or practice which may develop between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without written notice thereof to the other party. The receipt by Landlord of Annual Rent and/or any items of Additional Rent, if any, with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Annual Rent or Additional Rent, if any, herein stipulated shall be deemed to be other than on account of the earliest Annual Rent or Additional Rent, if any, reserved hereby which is due and owing at the time such payment is received by Landlord. No endorsement or statement on any check or any letter accompanying any check or payment of any such rent shall be deemed in accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to remedy provided in this Lease.

ARTICLE XIV

TITLE MATTERS

Section 14.01. Subordination. This Lease and all rights of Tenant hereunder are subject and subordinate to all underlying leases now or hereafter in existence, and to any supplements, amendments, modifications, and extensions of such leases heretofore or hereafter made and to any deeds to secure debt, mortgages, or other security instruments which now or hereafter cover all or any portion of the Property or any interest of Landlord therein, and to any advances made on the security thereof, and to any increases, renewals, modifications, amendments, consolidations, replacements, and extensions of any of such mortgages. This provision is declared by Landlord and Tenant to be self-operative and no further instrument shall be required to effect such subordination of this Lease. Upon demand, however, Tenant shall execute, acknowledge, and deliver to Landlord any further instruments and certificates evidencing such subordination as Landlord, and any mortgagee or lessor of Landlord shall reasonably require, including without limitation, the Subordination, Non-Disturbance and Attornment Agreement in a form reasonably approved by the parties. The holder of any mortgage or deed of trust may also elect that this Lease shall have priority over such mortgage or deed of trust

and upon notification by such holder to Tenant, this Lease shall be deemed to have priority over such mortgage or deed of trust whether this Lease is dated prior to or subsequent to the date of such mortgage.

Section 14.02. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrances or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 15.03. Non-Disturbance. In conjunction with executing this Lease, Landlord shall execute the Non-Disturbance Agreement attached hereto as **Exhibit "D,"** and incorporated herein by reference.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Surrender; Holding Over. Upon the expiration date or sooner termination of this Lease, or upon any re-entry by Landlord pursuant to Subsection 14.02(e) above, Tenant, at Tenant's sole cost and expense, shall peacefully vacate and surrender the Premises to Landlord in good order, broom clean and in the same condition as at the Commencement Date, reasonable use and wear thereof excepted. If the Premises are not so timely surrendered, such holding over shall not be deemed to extend the term or renew this Lease or to have created or be construed as a tenancy (other than a tenancy-at-sufferance) and Landlord shall be entitled to evict or dispossess Tenant without the necessity of further notice. However, Tenant shall pay, until such time as Tenant complies with this Section, in monthly installments in advance, on the first day of each and every month of such holding over, (i) one hundred twenty five percent (125%) of the monthly installment of Annual Rent payable during the last month of the term of this Lease for the first six (6) months and thereafter one hundred fifty percent (150%) of the monthly installment of Annual Rent payable during the last month of the term of this Lease one hundred fifty percent (150%) of the monthly installment of Annual Rent payable during the last month of the term of this Lease; (ii) Taxes; (iii) Operating Costs upon demand but only if Taxes and Operating Costs were paid during the prior term of the Lease; and (iv) all other Additional Rent due under this Lease. In addition to such monthly installments to be paid by Tenant during such holdover, Tenant shall also be liable to Landlord for all damages (including consequential damages) which Landlord suffers because of any holding over by Tenant, and Tenant hereby indemnifies Landlord against liability resulting from such holdover, including any claims made by any succeeding tenant or prospective tenant founded upon such holdover. The foregoing shall in no event be construed to permit such holding over without Landlord's consent. Tenant's obligations under this Section shall survive the expiration date or sooner termination of this Lease.

Section 15.02. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 15.03. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid or by overnight courier providing for delivery against receipt, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver. If intended for Landlord, the same shall be mailed to the address set forth in Paragraph 1 of the Summary, or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address set forth in Paragraph 2 of the Summary, to such other address or addresses as Tenant may hereafter designate by written notice to Landlord.

Section 15.04. Attorney's Fees. If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations hereunder, then the prevailing party in any such litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all costs and reasonable attorneys' fees incurred by such party at trial and on appeal in connection with such litigation.

Section 15.05. Force Majeure. Notwithstanding any provision to the contrary contained herein, in the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act (other than Tenant's obligation to make payments of Annual Rent, Additional Rent, and other charges required hereunder), by reason of strikes, lockouts, unavailability of materials, weather, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds shall not be deemed to be a cause beyond control of either party. If the force majeure event is of a nature so as to prevent Tenant's operation of its business during the period of force majeure, Rent shall be abated by half during such period. If the force majeure event is of a nature so as to significantly impair, but not prevent, Tenant's operation of its business, Tenant and Landlord agree to reduce Rent by an amount to be agreed upon in writing within 30 days of the commencement of the force majeure event.

Section 15.06. Estoppel Certificates. Landlord and Tenant, from time to time at the request of the other, shall execute a certificate certifying as to the then-current status of this Lease and such other matters as may reasonably be requested by the requesting party. Tenant and Landlord shall execute such certificate and return it to the requesting party within fifteen (15) days of written request.

Section 15.07. Recordation. Neither party shall be entitled to record this Lease.

Section 15.08. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 15.09. Interpretation. No provision of this Lease shall be construed against or interpreted to the disadvantage of either Landlord or Tenant by any court or other governmental or judicial authority by reason of either Landlord or Tenant having or being deemed to have drafted, structured or dictated such provision.

Section 15.10. Captions and Definitions. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession for the time being of the land, Premises and building. The word "**Rent**" as used herein shall be deemed to include Annual Rent, Percentage Rent, Additional Rent and any other charges payable by Tenant under this Lease. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 15.11. Brokerage. Landlord and Tenant represent and warrant each to the other that each has not dealt with any real estate agent or broker in connection with this transaction other than the Broker(s) set forth in Paragraph 10 of the Summary and agree to indemnify and save each other harmless from and against all loss, cost and expense incurred by reason of any claim of any real estate agent or broker claiming by, through or under the indemnifying party, regardless of whether such claim is meritorious. Landlord agrees to pay the Broker(s) any commissions owing in connection with this transaction pursuant to a separate written agreement between Landlord and Broker(s). Landlord and Tenant agree and Acknowledge that (i) Alex Brennan with SWE Realty is serving as Tenant Representative for the Tenant in this transaction; (ii) Landlord does not have a representative; (iii) that Tenant Representative has provided important services leading to the execution of the lease; and (iv) will be compensated by Landlord for providing such services, on a market rate basis, in an amount equal to 4% of the aggregate base rental rate, PLUS the first month's rent as a procurement fee, to be paid 50% at Lease Execution and 50% at Rent Commencement.

Section 15.12. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 15.13. Authority. Each party executing this Lease on behalf of Landlord and Tenant represents that he or she is duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, and that the execution and delivery of this Lease has been authorized by all necessary corporate or partnership action. Landlord and Tenant agree to provide the other upon request reasonable evidence confirming the existence of such authority.

Section 15.14. Independent Covenants. Tenant agrees that Tenant's covenants and obligations under this Lease shall be independent of Landlord's covenants and obligations under this Lease and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non-performance of any of Landlord's covenants or obligations under this Lease shall not excuse Tenant of Tenant's covenants and obligations under this Lease, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non-performance of any of Tenant's covenants or obligations under this Lease (including, without limitation, Tenant's failure to pay Annual Rent, Additional Rent and other payments due under this Lease). All payments of Annual Rent, Additional Rent or other payments due under this lease are absolutely and unconditionally due at the time set forth herein, without any right of set-off or deduction of any kind or nature whatsoever except as expressly provided to the contrary herein.

Section 15.15. Default Interest. If Tenant shall fail to pay any rents, charges or other sums within ten (10) days following receipt of written notice, or if Landlord shall fail to pay any sums within five (5) days following receipt of written notice, such unpaid amounts shall bear interest at the per annum rate of one percent (1%) in excess of the rate from time to time published in The Wall Street Journal as the prime rate, calculated on the basis of actual days elapsed, based on a three hundred sixty (360) day year, from the due date of such rents, charges or other sums to the date of payment; provided, however, that such interest shall never exceed the maximum legal rate from time to time permitted by applicable law. The provisions herein for the payment of default interest shall be in addition to and cumulative of all other rights and remedies available to Landlord or Tenant, as the case may be.

Section 15.16. Rules and Regulations. Tenant and its employees, agents, invitees, and licensees shall faithfully observe and strictly comply with, and shall not permit violation of any reasonable rules and regulations as Landlord may from time to time make and communicate in writing to Tenant.

Section 15.17. Access. Upon reasonable prior written notice to Tenant, Landlord or its representatives, or designees, may enter the Premises at reasonable times under the circumstances, whether or not during business hours, to inspect the Premises, to enforce any provisions of this Lease, to make or cause to be made such repairs

as Landlord may deem necessary to perform Landlord's obligations hereunder or to cure defaults of Tenant, to repair any utility lines or system or systems servicing other parts of the Property, or to rectify any condition in the Premises adversely affecting other occupants of the Property; provided, however that any such notice shall not apply in any emergency situation or circumstance as detailed in Landlord's reasonable discretion. In addition, during the last twelve (12) months of the Lease term, upon prior reasonable notice to Tenant, Landlord or its representative or designees may enter the Premises to exhibit the Premises to others. If Tenant, its agents or employees shall not be present or shall not permit an entry into the Premises at any time when such entry shall be permissible, Landlord may use a master key (or master code, card or switch if Tenant's security system is other than conventional locks and keys), or, in the case of an emergency, forcibly enter the Premises. Landlord shall use reasonable efforts to minimize interference with Tenant's business during any entry pursuant to this Section; provided, however, Landlord shall not be liable to Tenant for the exercise of Landlord's rights under this Section and Tenant hereby waives any claims for damages for any injury, inconvenience or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

Section 15.18. Singular and Plural; Exhibits. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The Exhibits hereto are hereby incorporated into this lease and made a part hereof as if fully set forth herein. The terms, provisions and covenants contained in this Lease shall be covenants running with the land.

Section 15.19. No Representation. Tenant expressly acknowledges that neither Landlord nor Landlord's agents have made or are making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease. The Site Plan is for the sole purpose of designating the size of the Premises and its approximate location. Landlord makes no representation as to the identity of other tenants leasing space in the Property. Landlord reserves the right to relocate other store units and to change the size and number thereof at its discretion.

Section 15.20. Time of Essence and Applicable Law. Time is of the essence of every obligation of Landlord and Tenant hereunder. This Lease shall in all respects be governed by the laws of the state in which the Property is located.

Section 15.21. Confidentiality. Tenant agrees, on behalf of Tenant and Tenant's employees, agents, contractors, consultants, affiliates, assignees and subtenants that it will not: (A) disclose the terms of this Lease or the to any third party except (i) to legal counsel of Tenant, (ii) to any assignee of Tenant's interest in this Lease or any subtenant of Tenant relative to the Premises (or any portion thereof), (iii) as required by applicable law or by subpoena or other similar legal process, or (iv) for financial reporting purposes, or (B) prior to the Commencement Date, disclose to any employees of Landlord any information regarding the leasing of the Premises, including without limitation, the nature of any Tenant visits to the Premises, information regarding Tenant's business, or information regarding the turnover of the Premises. Tenant's failure to comply with this paragraph shall be a material breach of this Lease and Landlord shall have the right to pursue all available remedies at law or in equity as a result of Tenant's violation hereof.

Section 15.22. Indemnities. All indemnity obligations created by virtue of this Lease shall survive the expiration or earlier termination of this Lease.

Section 15.23. No Estate In Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a leasehold interest, not subject to levy and sales.

Section 15.24. Submission Not Option. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord the first month's rent and any other sum owed pursuant to this Lease.

Section 15.25. Waiver of Trial By Jury. To the extent permitted by law, it is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they do hereby, waive trial by jury in any action, proceeding or counterclaim brought between the parties hereto or their successors or assigns on any matters arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, and/or Tenant's use of, or occupancy of, the Premises. Tenant further agrees that it shall not interpose any non-mandatory counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of Annual Rent or any other payment required of Tenant hereunder.

Section 15.26. Successors and Assigns. Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

Section 15.27. Joint Liability. To the extent that there is more than one Tenant, each such Tenant shall be jointly and severally liable for all obligations of Tenant contained within this Lease.

Section 15.28. Guaranty. Intentionally Deleted.

Section 15.29. Security Deposit. On the date hereof, Tenant has deposited with Landlord the Security Deposit described in Paragraph 14 of the Summary (the "**Security Deposit**"). The Security Deposit shall be held by Landlord, without liability for interest except to the extent required by law, as security for the performance of Tenant's obligations under this Lease. Unless required by applicable law, Landlord shall not be required to keep the Security Deposit segregated from other funds of Landlord. Tenant shall not assign or in any way encumber the Security Deposit. Upon the occurrence of any Event of Default by Tenant, Landlord shall have the right, without prejudice to any other remedy, to use the Security Deposit, or portions thereof, to the extent necessary to pay any arrearages in Annual Rent, Additional Rent, late charges and/or any other sums due from Tenant hereunder, and any other damage, injury or expense. Following any such application of all or any portion of the Security Deposit, Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, any remaining balance of the Security Deposit shall be returned to Tenant, provided that Tenant surrenders the Premises without damage pursuant to Section 16.01 hereof (normal wear and tear excepted). If Landlord transfers its interest in the Premises during the Term, Landlord shall assign the Security Deposit to the transferee, and thereafter Landlord shall have no further liability to Tenant for the Security Deposit. In the event of a permitted assignment under this Lease by Tenant, the Security Deposit shall be held by Landlord as a deposit made by the permitted assignee and Landlord shall have no further liability with respect to the return of the Security Deposit to the original Tenant. In the event Tenant exercises a Purchase Option (as defined in 16.32 below), Security Deposit shall be credited against the Option Price at the time of closing.

Section 15.30. Landlord's Liability. Intentionally Deleted.

Section 15.31. Acquisition Contingency. Tenant hereby acknowledges and agrees that Landlord is not the fee simple owner of the Land as of the Effective Date, and Tenant hereby further acknowledges and agrees that Landlord has not made any representation or warranty regarding Landlord's ownership of the Property. Notwithstanding anything to the contrary set forth herein, the effectiveness of this Lease is expressly subject to, conditioned and contingent upon Landlord acquiring fee simple title to the Property.

Nothing set forth herein will be deemed to require Landlord to acquire the Property, and in no event will Landlord be liable for any damages claimed by Tenant resulting from Landlord's failure to purchase the Property.

Section 15.32. Government Approval Contingency.

Landlord acknowledges that in connection with its Permitted Use and intended business, the Tenant will have to obtain certain permits and licenses, including but not limited to alcohol licenses; and potentially certain variances (collectively, the "**Operating Permits**"), and that Tenant's business in the Premises is contingent upon obtaining the Operating Permits. Consequently, Tenant shall have the right to terminate this Lease if it is unable to successfully obtain the Operating Permits upon thirty (30) days written notice to Landlord (the "**Termination Right**"). Notwithstanding the foregoing, Tenant's Termination Right shall be subject to the following:

- (a) Tenant shall, at Tenant's expense promptly following the Delivery Date diligently pursue, using commercially reasonable efforts, all such Operating Permits and related efforts in order to obtain the same as expeditiously as possible.
- (b) Tenant's Termination Right shall expire 270 days from the Delivery Date.
- (c) Tenant shall furnish to Landlord, upon Landlord's written request, written updates as to the status of the issuance of its efforts.

In the event of Tenant's proper exercise of its Termination Right:

- (a) Landlord shall not have any liability or obligation to Tenant under the Lease upon the exercise of the Termination Right;
- (b) Tenant's obligations and rights under the Lease shall terminate upon the exercise of the Termination Right and shall have no further liability or obligation to Landlord;
- (c) Tenant shall vacate the Leased Premises upon exercising its Termination Right;
- (d) To the extent that Tenant improvements have been made to the Premises, the same shall inure to the benefit of the Landlord and remain in the Premises; and the Landlord shall be entitled to retain the Security Deposit in full satisfaction of any and all damages that Landlord contends it has suffered as a result of the exercise of the Termination Right or otherwise.

Landlord shall cooperate with Tenant in obtaining the Operating Permits and assist Tenant as necessary in the completion and execution of any documents required for the same provided that Landlord shall have no obligation to incur any costs or expenses in connection with such cooperation, unless Tenant agrees in writing to directly pay or to reimburse Landlord for the cost or expense.

Section 15.33. Purchase Option. Intentionally Deleted.

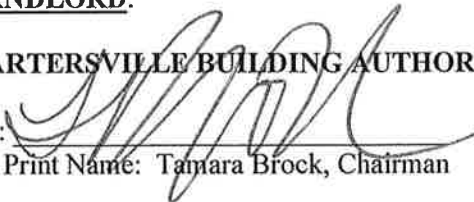
Section 16.34. Zoning and Ordinance Contingency. The lease is explicitly contingent on the City of Cartersville amending and updating their Code of Ordinances to allow for certain alcohol-oriented activities at this property, and Landlord and Tenant shall agree on what changes need to be amended prior to lease execution. Tenant shall have the right to terminate this lease if the City of Cartersville does not introduce the agreed upon amendments within 60 days of lease execution and finalize ordinance amendments within 120 days of lease execution.

(Signatures begin on the immediately following page.)


IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written by their respective officers thereunto duly authorized.

LANDLORD:

CARTERSVILLE BUILDING AUTHORITY

By:  (SEAL)
Print Name: Tamara Brock, Chairman

Attest:

By: 
Print Name: Ralph H. Miller, Secretary

TENANT:

SHELTER BEER COMPANY, INC.,
a Georgia corporation

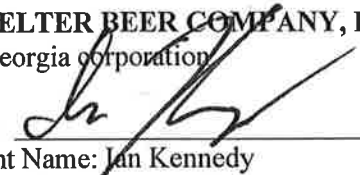
By:  (SEAL)
Print Name: Jan Kennedy
Title: HEAD OF BREWING OPERATIONS

EXHIBIT A

SITE PLAN

It is understood and agreed that the site plan attached hereto is merely for the purpose of showing the general layout of the Property and the approximate location of the Premises and is not to be deemed to be a warranty, representation or agreement on the part of Landlord that the Property will be exactly as depicted therein or that tenants depicted therein (if any) are now in occupancy or will be in occupancy at any time during the Lease Term.

Upon completion of the work by Tenant, Landlord shall survey said property and said survey shall be attached hereto and made a part of this Lease.

The attached aerial photo of a portion of 19 North Erin Street from the tax map includes the property to be leased, which is the building footprint and the bay driveway and all areas needed for access and HVAC and electrical equipment.

CITY OF CARTERSVILLE AND CARTERSVILLE BUILDING AUTHORITY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 455, 4th DISTRICT, 3rd SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



12/26/2017 - 01/25/2018



Item # 4

12/26/2017 - 01/25/2018

EXHIBIT B**LANDLORD'S WORK/TENANT'S WORK****LANDLORD'S WORK**

Tenant hereby accepts the Premises "AS IS" and acknowledges and agrees that Landlord shall have no obligation to construct any tenant improvements to the Premises or make any alterations or additions thereto except as set forth therein, and Landlord shall have no obligation to provide any tenant improvement allowance, rent abatement, credit, set-off, or other concession to Tenant, except as provided for elsewhere in the Lease.

TENANT'S WORK

This Exhibit shall set forth the terms and conditions relating to the construction of the tenant improvements in the Premises. All references in this Exhibit to Sections of "this Lease" or "the Lease" shall mean the relevant portion of the Lease to which this Exhibit is attached as Exhibit B and of which this Exhibit forms a part. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Lease. In the event of a conflict between the terms of the Lease and the terms of this Exhibit B, the terms of this Exhibit B shall control.

EXHIBIT C
PARKING, GARBAGE AND ACCESS

1. Landlord shall provide a space on its property at 101 N. Erwin Street for a mutually agreed garbage receptacle.
2. No parking is provided.
3. The door facing Erwin Street is to be used as an emergency exit only.
4. The main entrance and front door shall be located in the current bay area.
5. The side door facing City Hall shall be used for event, taproom, a secondary general public entrance, employee, and general business access only.
6. The side doors on Church Street shall be used as emergency exits only.

EXHIBIT D

NON-DISTURBANCE AGREEMENT

SUMMARY OF BASIC LEASE PROVISIONS

Certain fundamental provisions of this Lease are presented in this Summary of Basic Lease Provisions ("Summary") to facilitate convenient reference by the parties hereto. All references in this Lease to the following terms shall be accorded the meanings or definitions given in this Summary, as though such meaning or definition was fully set forth throughout the text hereof, unless such meanings are expressly modified, limited or expanded elsewhere in this Lease. This Summary, together with the terms herein referenced, shall constitute an integral part of this Lease. Additional defined terms may appear in other provisions of this Lease and, if so, will have the respective meanings assigned to them. The definition of a term or phrase in the singular will include and allow for a reference to such term or phrase in the plural or vice versa.

1. Name and Address of Landlord:

Cartersville Building Authority
 1 North Erwin Street
 P.O. Box 1390
 Cartersville, GA 30120
 Attn: Tamara Brock

2. Name and Address of Tenant:

Shelter Beer Company, Inc.
 19 North Erwin Street,
 Cartersville, GA 30120
 Attn: Ian Kennedy

With a copy by email to:

Alex Brennan
alex@eastmountaindevelopment.com

and copy by email to:

Nathan T. Johns, Esq.
njohns@mendenfreiman.com

3. Tenant's Trade Name: Erwin & Church Brewing Company

4. Premises: The Premises includes the property and all improvements thereon located at 19 North Erwin Street, Cartersville, GA 30120, which includes approximately 10,550 square feet of interior space. Premises to include concrete apron area adjacent to garage area, as well as other areas to be agreed upon prior to lease execution, as further detailed on that Site Plan attached hereto as **Exhibit A** and incorporated herein by reference (the "**Site Plan**").

5. Property: That Property in which the Premises is located, having an address of 19 North Erwin Street, Cartersville, GA 30120.

6. Initial Term (See Section 2.01): Ten (10) years

Renewal Options (See Section 2.03): Tenant will have three (3) options to extend the term of the Lease, each option shall be for a period of 5 years.

Proposed Delivery Date (See Section 4.01): Effective Date of Lease Agreement.

Commencement Date (rent): The earlier to occur of (i) satisfaction of Zoning and Ordinance contingencies (as described below) or (ii) 120 days following lease execution; AND Landlord delivery of the building free of any tenants.

7. **Permitted Use** (See Section 8.01): The Premises shall be used for the manufacture of alcoholic beverages; distribution of such products; retail sales of such products (both for on-premises consumption and off-premises consumption) and non-alcoholic beverages and food; retail sale of related merchandise; special events, whether catered or not, which may include the furnishing and/or sale of beer, wine, and distilled spirits as well as food, in accordance with applicable laws and no other purpose (the "Permitted Use").
8. **Annual Rent** (See Section 3.01):

<u>Lease Years</u>	<u>\$/s.f./annum</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1-10	\$ 9.00	\$ 94,950.00	\$7,912.50
<u>Renewal Option:</u>			
1	\$ 9.67	\$102,071.00	\$8,505.92
2	\$10.40	\$109,720.00	\$9,143.33
3	\$11.18	\$117,949.00	\$9,829.08

Rent Abatement: Landlord agrees to abate the rent during the Primary Term as described herein.

In lieu of Tenant Improvement Allowance, Landlord agrees to abate the rent during the Primary Term in the amount of \$ 732,550 ("Abatement Credit") and for the first three (3) years the abatement shall be \$284,850, the equivalent of three (3) year's rent. Afterwards, the abatement shall be a straight-line abatement over the remaining term in the amount of \$5,329.76 per month.

In addition to the Abatement Credit, Landlord will provide an additional abatement of \$97,750.00 toward the installation of an elevator and construction of improvements of the Premises related thereto. Prior to commencing installation and construction contemplated by this provision, Tenant will make a determination in its sole discretion as to whether an elevator is required by applicable law or for the safety of this customers. In the event that Tenant decides that installation of an elevator and construction of related improvements is necessary, it shall notify Landlord and commence such installation and construction of improvements.

If Tenant commences installation of the elevator, the total Abatement Credit shall be \$830,300 which shall be applied to the entirety of annual rent for the first three years, and thereafter as a straight-line abatement over the last seven years of the primary term in the amount of \$6,493.45 per month. Tenant has until the issuance of the Certificate of Occupancy to notify the Landlord if an elevator is to be installed, if not said abatement credit for the elevator expires.

9. **Delivery Rent.** Intentionally Deleted.
10. **Assignment/Subletting Fee** (See Section 9.1): Intentionally Deleted.
11. **Brokers:** Landlord's Broker: NONE
Tenant's Broker: Alex Brennan, SWE Realty
12. **Estimated Taxes.** Intentionally Deleted.
- Estimated Insurance.** Intentionally Deleted.

13. **Landlord's Work.** Landlord shall construct the improvements set forth in Exhibit "B," attached hereto and incorporated herein by reference ("**Landlord's Work**").
14. **Security Deposit** (See Section 16.31): One month's rent totaling \$7,912.50, due upon Tenant's execution of the Lease;
15. **Zoning and Ordinance Contingency.** The lease is explicitly contingent on the City of Cartersville amending and updating their Code of Ordinances to allow for certain alcohol-oriented activities at this Property. Tenant shall have the unilateral right to terminate this lease if the City of Cartersville does not introduce the agreed upon Ordinance amendments within 60 days of lease execution and approve Ordinance amendments allowing for alcohol-oriented activities at the Property within 120 days of lease execution by delivering written notice to Landlord before 5 PM EDT on the 120th day following lease execution.



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
ZMA20-1 Annual Zoning Map Amendment

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	This is the annual re-adoption of the official zoning map of the City of Cartersville. It includes the annexation/ de-annexations and zoning actions approved by City Council in the last 12 months. Several boundary line corrections are also included. The last zoning map adoption was April 4, 2019. Planning Commission recommends approval (6-0).
City Manager's Remarks:	This is the annual re-adoption of the official zoning map of the City. It is required of us every year. This is the second reading. Planning Commission recommended your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MEMO

To: Planning Commission, Mayor & Council
 From: Randy Mannino and David Hardegree
 Date: April 28, 2020
 Re: Zoning Map Amendment ZMA20-01

This is the annual re-adoption of the official zoning map of the City of Cartersville. It includes the annexation/ de-annexations and zoning actions approved by City Council in the last 12 months. Map corrections are also included and explained below. The last zoning map adoption was April 4th, 2019.

Update Summary

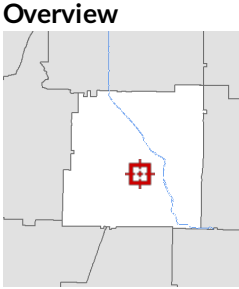
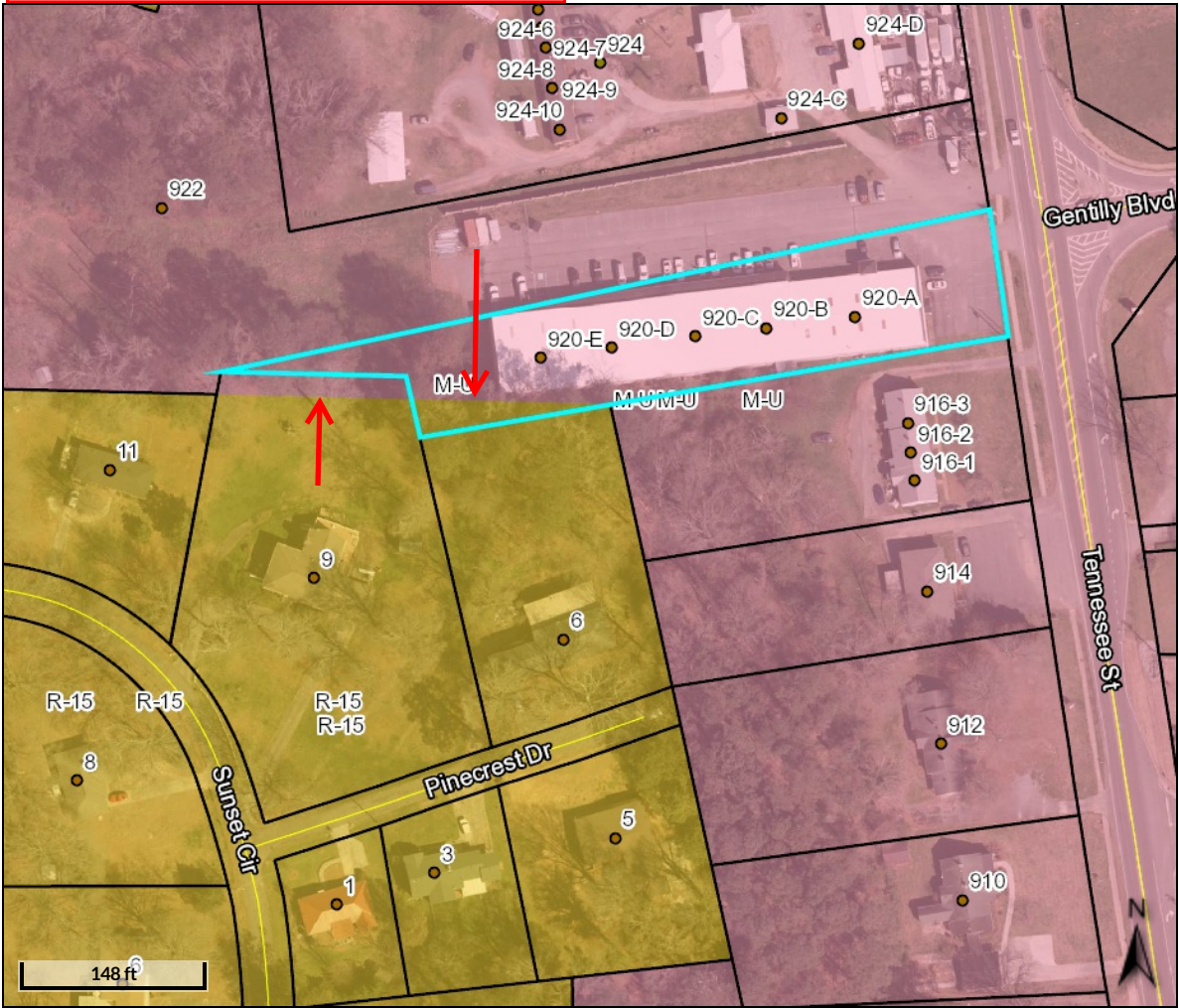
AZ19-01	Paga Mine Rd.	Deannexation	Acreage: 264.8
AZ19-02	232 Euharlee Rd.	Zoning: R-20 and (3) lot split.	Acreage: 9.46
Z18-05	Mimosa Dr & N. TN St.	M-U/ R-15 to M-U*/ R-15/ RSL	Acreage: 13.44
Z19-01	Carter Grove Subdiv.	R-20 to R-10*	Acreage: 212.55
Z19-02	Etowah Preserve-	- withdrawn-	
Z19-03	640 JFH Pkwy	Reconfig. of H-I & G-C* boundaries	Acreage: 26.5
Z19-04	Adjacent to 640 JFH Pkwy.	H-I/ MN to H-I	Acreage: 7.27
Z19-05	350 N. Erwin St.	GC to L-I	Acreage: 0.47
Z19-06	1136/1138 N. TN St.	O-C to M-U*/ G-C	Acreage: 7.42

* Denotes Zoning conditions

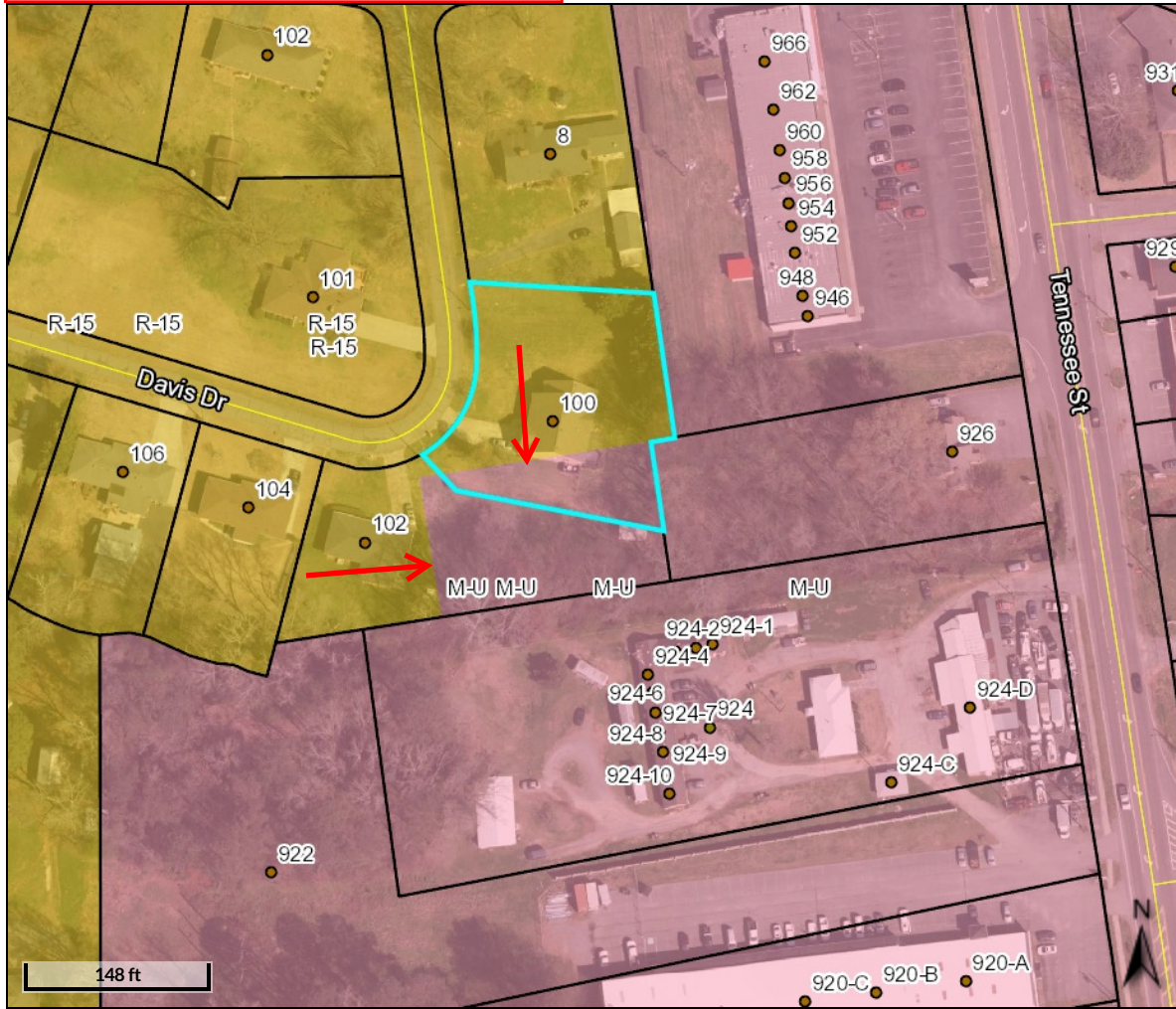
Zoning District Boundary Line Corrections:

Street number	Street name	current zoning	Proposed zoning	Notes
9	Sunset Cir	R15/MU	R15	Adjust northern boundary line
920	N Tennessee St	R15/MU	MU	Adjust southern boundary line
100	Davis Dr	R15/MU	R15	Adjust MU boundary to 926 N TN St.
102	Davis Dr	R15/MU	R15	Adjust MU boundary to 926 N TN St.
---	Friction Dr.	---	---	Change Friction Dr to Fiber Dr. (Correctly shown on Tax Assessor map)

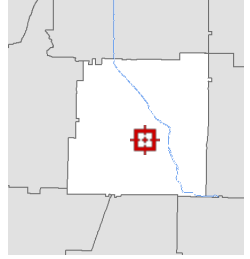
Adjust boundary lines.



Adjust boundary lines.



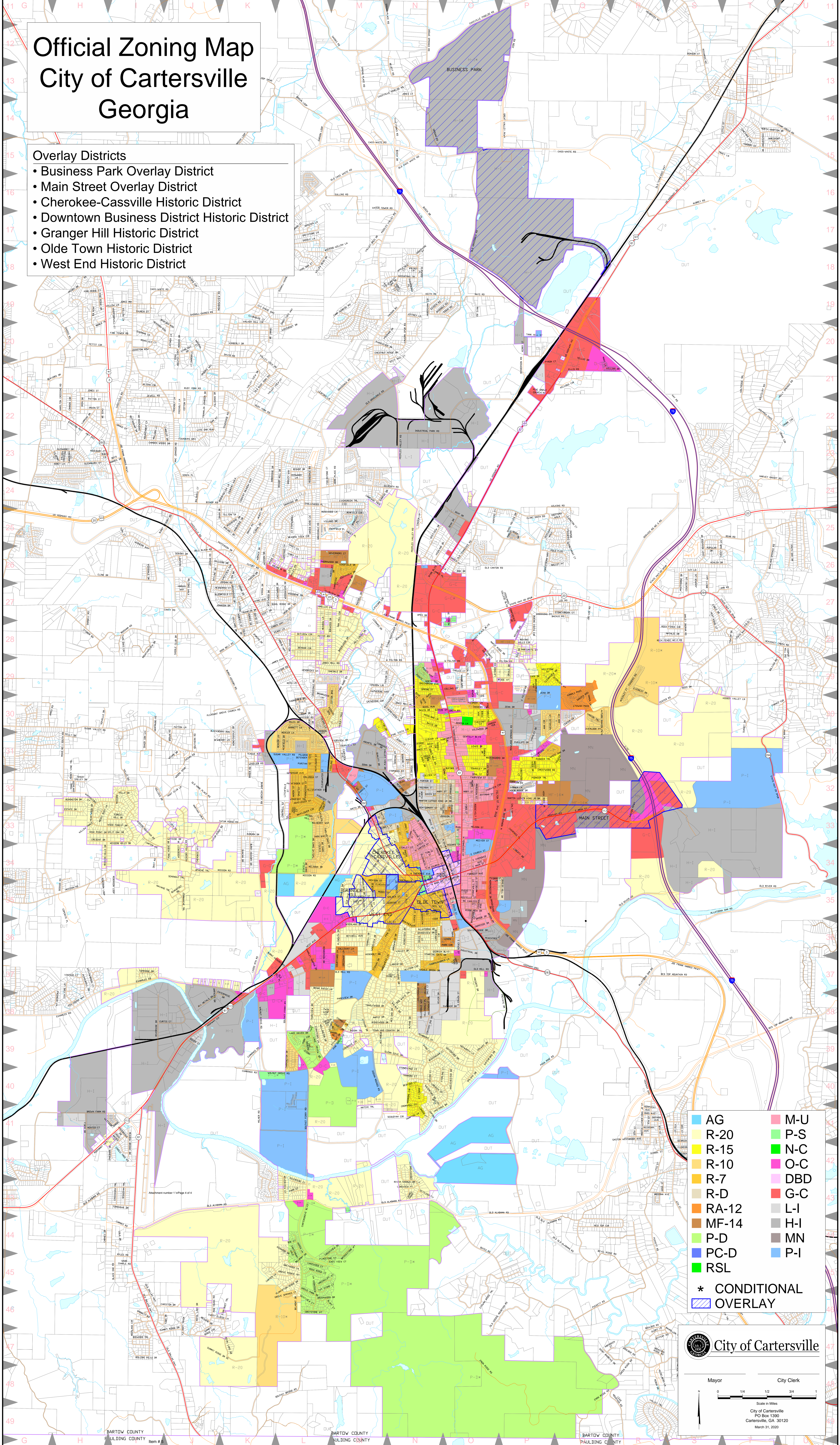
Overview



Official Zoning Map City of Cartersville Georgia

Overlay Districts

- Business Park Overlay District
- Main Street Overlay District
- Cherokee-Cassville Historic District
- Downtown Business District Historic District
- Granger Hill Historic District
- Olde Town Historic District
- West End Historic District



AG	M-U
R-20	P-S
R-15	N-C
R-10	O-C
R-7	DBD
R-D	G-C
RA-12	L-I
MF-14	H-I
P-D	MN
PC-D	P-I
RSL	
* CONDITIONAL OVERLAY	

City of Cartersville

Mayor _____ City Clerk _____

Scale in Miles
0 1/4 1/2 3/4 1

City of Cartersville
PO Box 1590
Cartersville, GA 30120
March 31, 2020



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
Golf Cart Ordinance Revision

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	This is an emergency ordinance amendment updating cross references to the Official Code of Georgia Annotated (OCGA) in the Golf Cart Ordinance.
City Manager's Remarks:	Your approval of the emergency ordinance amendment is recommended.
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

MEMORANDUM

TO: Mayor and City Council
CC: Tamara Brock, City Manager
FROM: E. Keith Lovell, Assistant City Attorney (EKL)
DATE: May 28, 2020
RE: Ordinance Revision

Due to changes in the definition number referenced in the Official Code of Georgia Annotated, it is necessary to amend, by emergency ordinance, the Community Transportation Ordinance, commonly referred to as the Golf Cart Ordinance. There are no changes to the actual ordinance, just to the corresponding definition referenced in the Official Code of Georgia Annotated, as they renumbered them.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED Y THE MAYOR AND CITY COUNCIL THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE V. CARTERSVILLE COMMUNITY TRANSPORTATION VEHICLE. SECTION 12-138 DEFINITIONS. IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

SECTION ONE

Sec. 12-138. Definitions.

The following words and phrases when used in this Article shall have the definitions respectively ascribed to them in this Article.

All-Terrain Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(3).

Bicycle shall have the same definition as set forth in O.C.G.A. § 40-1-1(6).

Dealer shall have the same definition as set forth in O.C.G.A. § 40-1-1(11).

Electric personal assistive mobility device (EPAMD) shall have the same definition as set forth in O.C.G.A. § 40-1-1(15.6).

Gross Weight means the unladen weight of the vehicle plus the weight of any load thereon.

Low-Speed Vehicle (LSV) shall have the same definition as set forth in O.C.G.A. § 40-1-1(25.1).

Moped shall have the same definition as set forth in O.C.G.A. § 40-1-1(28).

Motorized Cart shall have the same definition as a Personal Transportation Vehicle as set forth below and may be used interchangeably with each other.

Motor Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(33).

Pedestrian shall have the same definition as set forth in O.C.G.A. § 40-1-1(42).

Personal Transportation Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(43.1).

Public Road means the entire width between the boundary lines of every right-of-way or place open to the use of the public for purposes of vehicular travel within the boundaries of the City of Cartersville, including streets and alleys.

Sidewalk means that portion of public property of a street between the curb lines, or the lateral lines of a railway, and the adjacent property lines, intended for use only by pedestrians.

Recreation Path means a right-of-way adjacent to motor vehicle travel lanes or other portion of public property of a street between the curb lines, or the later lines of a railway, and the adjacent property lines, or in any other designated public right-of-way or public property designated as a Recreation Path.

Unladen Weight means the weight of a vehicle without load as per the manufacturer’s specifications for such vehicle.

Valid Motor Vehicle Driver’s License means any current and valid certificate issued by the state, other state of the United States of America, or international agency which permits persons to operate motor vehicles on the public roads of the state.

Vehicle shall have the same definition as set forth in O.C.G.A. § 40-1-1(75).

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR

This ordinance shall become effective immediately upon its adoption by the City Council, and is deemed to be emergency in nature to update the referenced Official Code of Georgia definitions as they have been updated in the Official Code of Georgia.

Emergency Reading: _____

BE IT AND IT IS HEREBY ORDAINED

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
Denial of Ante Litem Notice

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	This resolution is for the denial of an ante litem notice for a damage claim from Shawn Evans.
City Manager's Remarks:	The resolution denying the ante litem notice is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA

WHEREAS, on or about May 22, 2020, the City of Cartersville received an Ante Litem Notice from John Foy & Associates concerning Shawn Evans’ alleged claim against the City relating to injuries resulting from an incident which occurred on or about May 9, 2020.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above based on the information currently available to it, and directs the City Attorney’s Office to inform John Foy & Associates of said denial.

BE IT AND IT IS HEREBY RESOLVED this ____ day of June, 2020.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

JOHN FOY & ASSOCIATES

A PROFESSIONAL CORPORATION
ATTORNEYS & COUNSELORS AT LAW
3343 PEACHTREE ROAD, N.E.
SUITE 350
ATLANTA, GEORGIA 30326

TELEPHONE (404) 400-4000 TOLL FREE (877) 873-4488
FACSIMILE (404) 873-4490
WWW.JOHNFOY.COM

May 22, 2020

<p><u>VIA CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u> Cartersville City Attorney David Archer, Esq. PO Box 1024 Cartersville, GA 30120</p>	<p><u>VIA CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u> <u>Via email cartersvillemayor@yahoo.com</u> Cartersville Mayor Matt Santini 1 N Erwin Street Cartersville, GA 30120</p>
<p><u>VIA CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u> City of Cartersville Electric System Department 320 South Erwin Street Cartersville, GA 30120</p>	<p><u>VIA CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u> <u>Via email jkincer@travelers.com</u> Travelers Insurance Company Attn: Joann Kincer PO Box 430 Buffalo, NY 14240</p>
<p><u>VIA CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u> <u>Via facsimile 770-386-5841</u> City Manager's Office Attn: Ms. Tamara Brock P.O. Box 1390 1 North Erwin Street Cartersville, GA 30120</p>	

ANTE LITEM NOTICE PURSUANT TO O.C.G.A. §36-33-5

RE: Our Client: Shawn Evans
Date of Incident: May 9, 2020
Location of Collision: Intersection of Old Mill Road and Douthit Ferry Road

Dear Mayor Santini, Mr. Archer, Ms. Brock & Ms. Kincer:

On behalf of Shawn Evans, the purpose of this letter is to place the City of Cartersville and Travelers Insurance Company on notice of his personal injury and property damage claims pursuant to O.C.G.A. §36-11-1.

Item # 7

Shawn Evans was injured on May 9, 2020 at approximately 8:15 am as he obeyed traffic control devices directing him to safely proceed through an intersection. As Mr. Evans was proceeding through the intersection, he was struck by Clayton Dawkins, who failed to obey a traffic signal device. Mr. Dawkins admitted fault at the scene and was cited for disobeying a traffic control device. Mr. Evans has injured his left knee, left shoulder, left wrist, left arm and has other whiplash related injuries. After the collision, the police were immediate notified.

Due to the high force of the impact, Mr. Evans' Jeep was towed from the scene and is inoperable. We are requesting that Traveler's insurance immediately evaluate Mr. Evan's property damage claim for his vehicle and pay the fair market value and all related storage, towing and wrecking fees. It is located at the Martin Wrecker Service tow yard, 722 Joe Frank Harris Parkway SE, Cartersville, GA 30120. O.C.G.A. §33-4-7 provides a property damage claimant a right of action against a third-party liability carrier. Pursuant to the referenced statute Traveler's Insurance and the City of Cartersville has a duty imposed by law to act in good faith to settle the instant property damage claim. In accordance with this statute "any insurer who breaches this duty may be liable to the claimant, in addition to the loss, not more than 50 percent of the liability of the insured for the loss or \$5,000.00, *whichever is greater*, and all reasonable attorney fees" O.C.G.A. §33-4-7(a).


Due to the nature of his injuries, Mr. Evans has begun treating with Penney Chiropractic and is being referred to an orthopedic doctor and orthopedic related follow up treatment. Mr. Evans has incurred medical treatment expenses in an amount in excess of \$2500.00. Mr. Evans is still actively seeking treatment for his injuries. When his treatment has been completed a full set of medical records and itemized billing statements will be provided from his treating doctors in a separate bodily injury settlement demand. At this time, Mr. Evans demands \$100,000.00 as payment in full of his bodily injury claim.

Thank you for your time and attention to this matter and look forward to hearing from them upon receipt of this letter. We would ask that you immediate evaluate Mr. Evan's property damage claim.

With kindest regards, I remain,

VERY TRULY YOURS,

JOHN FOY & ASSOCIATES, P.C.



Aaron L. Michelman
Attorney at Law

ALM/jeb

Agency Case Number C000706421-01		Agency NCIC Number GAGSP0000		GEORGIA MOTOR VEHICLE CRASH REPORT				County BARTOW		Date Rec. by GDOT	
Estimated Crash Date: 05/09/20 Time: 08:15		Dispatch Date: 05/09/20 Time: 08:23		Arrival Date: 05/09/20 Time: 08:38		Total Number of Vehicles: 2 Injuries: 1 Fatalities: 0		Inside City Of CARTERSVILLE			
Road of Occurrence: OLD MILL RD						At Its Intersection With: DOUTHIT FERRY RD			<input type="checkbox"/> Corrected Report		
Not At Its Intersection But: _____						Or: _____			<input type="checkbox"/> Sup To Original		
Latitude (Y): 34.14988 (Format) 00.00000						Longitude (X): -84.82427 (Format) -00.00000			<input type="checkbox"/> Hit And Run?		
Unit # 1 <input checked="" type="checkbox"/> Driver <input type="checkbox"/> Ped <input type="checkbox"/> Bike		LAST NAME FIRST MIDDLE DAWKINS CLAYTON GEOFFREY		Unit # 2 <input checked="" type="checkbox"/> Driver <input type="checkbox"/> Ped <input type="checkbox"/> Bike		LAST NAME FIRST MIDDLE EVANS SHAWN DANIEL					
<input type="checkbox"/> Susp At Fault		3914 PRESTON PLACE CT		<input type="checkbox"/> Susp At Fault		6 CARRINGTON DR					
City: POWDER SPGS State: GA Zip: 30127		DOB: 01/27/1992		City: CARTERSVILLE State: GA Zip: 30120		DOB: 11/13/1987					
Driver's License No. 054813068 Class: CM State: GA Country: UNITED STATES				Driver's License No. 050970092 Class: C State: GA Country: UNITED STATES							
Insurance Co. TRAVELERS PROPERTY CA Policy No. 810 1H538911 Telephone No. _____				Insurance Co. STATE FARM Policy No. C12 8841-B11-11 Telephone No. _____							
Year: 2013 Make: FORD Model: LGT CONVTL 'F				Year: 2010 Make: JEEP Model: PATRIOT SPORT							
VIN: 1FTFX1CF9DKD43427 Vehicle Color: WHI				VIN: 1J4NT2GA1AD502852 Vehicle Color: BLU							
Tag #: GV7540C State: GA County: BARTOW Year: _____				Tag #: RUT2040 State: GA County: BARTOW Year: 2020							
Trailer Tag #: _____ State: _____ County: _____ Year: _____				Trailer Tag #: _____ State: _____ County: _____ Year: _____							
<input type="checkbox"/> Same as Driver		Owner's Last Name First Middle CITY OF CARTERSVILL _____		<input checked="" type="checkbox"/> Same as Driver		Owner's Last Name First Middle EVANS SHAWN DANIEL					
Address: 1 N ERWIN ST				Address: 6 CARRINGTON DR							
City: CARTERSVILLE State: GA Zip: 30120-3121				City: CARTERSVILLE State: GA Zip: 30120-6473							
Removed By: MARTINS <input checked="" type="checkbox"/> Request List				Removed By: MARTINS <input checked="" type="checkbox"/> Request List							
Alco Test: 2 Type: _____ Results: _____		Drug Test: 2 Type: _____ Results: _____		Alco Test: 2 Type: _____ Results: _____		Drug Test: 2 Type: _____ Results: _____					
First Harmful Event: 11 Most Harmful Event: 11 Operator/Ped Cond: 1				First Harmful Event: 11 Most Harmful Event: 11 Operator/Ped Cond: 1							
Operator Contributing Factors: _____ 6 _____ 1 _____ 1 _____ 1				Operator Contributing Factors: _____ 1 _____ 1 _____ 1 _____ 1							
Vehicle Contributing Factors: 1 Roadway Contributing Factors: 1				Vehicle Contributing Factors: 1 Roadway Contributing Factors: 1							
Direction of Travel: 4 Vehicle Maneuver: 5 Non-Motor Maneuver: _____				Direction of Travel: 1 Vehicle Maneuver: 5 Non-Motor Maneuver: _____							
Vehicle Class: 5 Vehicle Type: 2 Vision Obscured: 1				Vehicle Class: 1 Vehicle Type: 11 Vision Obscured: 1							
Number of Occupants: 1 Area of Initial Contact: 9 Damage to Veh: 4				Number of Occupants: 1 Area of Initial Contact: 12 Damage to Veh: 4							
Traffic-Way Flow: 1 Road Comp: 2 Road Character: 1				Traffic-Way Flow: 1 Road Comp: 2 Road Character: 1							
Number of Lanes: 2 Posted Speed: 35 Work Zone: _____				Number of Lanes: 2 Posted Speed: 35 Work Zone: _____							
Traffic Control: 2 Device Inoperative: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Traffic Control: 2 Device Inoperative: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Citation Information: Citation # E03563903 O.C.G.A. § 40-6-20				Citation Information: Citation # _____ O.C.G.A. § _____							
Citation # _____ O.C.G.A. § _____				Citation # _____ O.C.G.A. § _____							
Citation # _____ O.C.G.A. § _____				Citation # _____ O.C.G.A. § _____							
COMMERCIAL MOTOR VEHICLES ONLY						COMMERCIAL MOTOR VEHICLES ONLY					
Carrier Name: _____				Carrier Name: _____							
Address: _____ City: _____ State: _____ Zip: _____				Address: _____ City: _____ State: _____ Zip: _____							
U.S. D.O.T. # _____ No. of Axles: _____ G.V.W.R. _____				U.S. D.O.T. # _____ No. of Axles: _____ G.V.W.R. _____							
Cargo Body Type Vehicle Config. <input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate Fed. Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No				Cargo Body Type Vehicle Config. <input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate Fed. Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No							
C.D.L.? <input type="checkbox"/> Yes <input type="checkbox"/> No C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No				C.D.L.? <input type="checkbox"/> Yes <input type="checkbox"/> No C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Vehicle Placarded? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No				Vehicle Placarded? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Haz Mat Released? <input type="checkbox"/> Yes <input type="checkbox"/> No				Haz Mat Released? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If YES: Name or four Digit Number from Diamond or Box: _____ One Digit Number from Bottom of Diamond: _____				If YES: Name or four Digit Number from Diamond or Box: _____ One Digit Number from Bottom of Diamond: _____							
<input type="checkbox"/> Ran Off Road <input type="checkbox"/> Down Hill Runaway <input type="checkbox"/> Cargo Loss or Shift <input type="checkbox"/> Separation of Units						<input type="checkbox"/> Ran Off Road <input type="checkbox"/> Down Hill Runaway <input type="checkbox"/> Cargo Loss or Shift <input type="checkbox"/> Separation of Units					

COLLISION FIELDS

Manner of Collision: 1	Location at Area of Impact: 7	Weather: 1	Surface Condition: 1	Light Condition: 1
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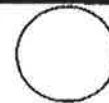
NARRATIVE

Vehicle 1 was traveling westbound on Old Mill Rd. Vehicle 2 was traveling northbound on Douthitt Ferry Rd. The driver of vehicle 1 stated that he looked up and saw the light was red, but could not stop. The driver of vehicle 2 was proceeding through the intersection at his green light. The front of vehicle 2 struck the left side of vehicle 1 in the intersection. Area of impact was determined by final rest of the vehicles.

This investigation was recorded on DVR.

DIAGRAM

INDICATE NORTH



PROPERTY DAMAGE INFORMATION

Damage Other Than Vehicle	Owner
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WITNESS INFORMATION

Name (Last, First)	Address	City	State	Zip Code	Telephone Number
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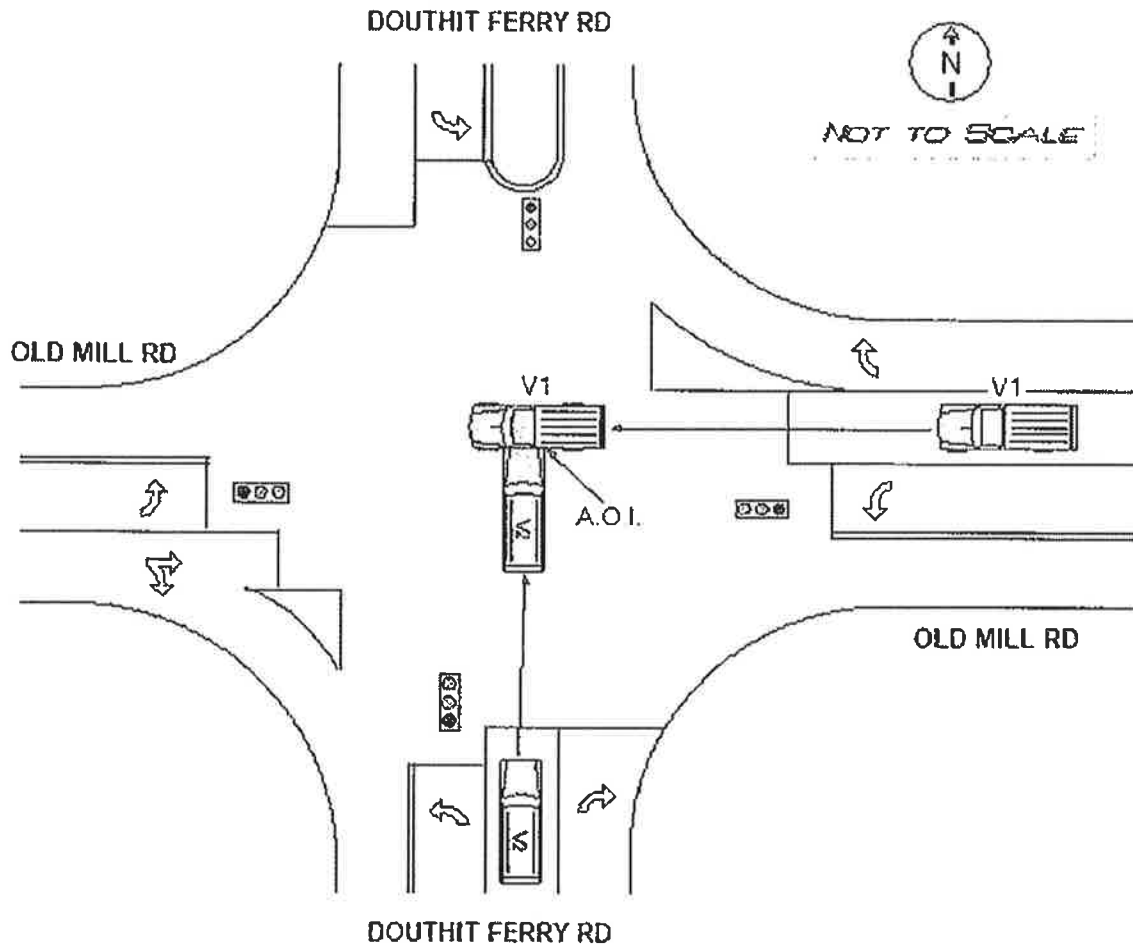
OCCUPANT INFORMATION

1	Name (Last, First): DAWKINS, CLAYTON					Address: 3914 PRESTON PLACE CT POWDER SPGS. GA 30127				
	Age: 28	Sex: M	Unit #: 1	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 5	Injury: 0	Taken for Treatment: 2
	Injury Taken To:		By:		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	
2	Name (Last, First): EVANS, SHAWN					Address: 6 CARRINGTON DR CARTERSVILLE. GA 30120				
	Age: 32	Sex: M	Unit #: 2	Position: 1	Safety Eq: 3	Ejected: 1	Extricated: 2	Air Bag: 1	Injury: 4	Taken for Treatment: 2
	Injury Taken To:		By:		EMS Notified Time:		EMS Arrival Time:		Hospital Arrival Time:	

ADMINISTRATIVE

Photos Taken: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	By:	<i>Officer Note: If collision resulted in a fatality, please send prompt notification to the GDOT Crash Reporting Unit via either email at GeorgiaFARS@dot.ga.gov or Fax at (404)635-2863.</i>			
Report By: HOLMAN, R. #0895	Agency: GSPAPOST 3	Report Date: 05/09/20	Checked By: ZEPEDA, F. #0283	Date Checked: 05/12/20	

ADDITIONAL or FULL PAGE DIAGRAM





City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
Canoe/Kayak Launch

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	<p>The County has applied for grant funding for a canoe and kayak/boat launch at Douthit Ferry. Once they receive the grant, they will construct the launch and would like to give it to the City to maintain. This is a worthwhile project and partnership for us in many ways and will be a great addition to our other launches.</p> <p>After discussion with Mayor and Council, the consensus was to leave the parking lot with the maximum number of spaces as originally proposed. After Councilman Roth and Mayor Santini had conversations with concerned residents who live across from the original proposed site, the City has gone back to the County and the location has been moved further west. The Georgia Department of Natural Resources has approved the relocation of the boat launch.</p>
City Manager's Remarks:	I recommend approval of the IGA with the County regarding the launch.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BARTOW COUNTY AND CITY OF CARTERSVILLE
FOR DOUTHIT FERRY BOAT LAUNCH**

THIS AGREEMENT is made and entered into by and between **Bartow County**, a political subdivision of the State of Georgia (sometimes hereinafter referred to as “**County**”) and **City of Cartersville**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as “**City**”), and is effective as of the date specified herein.

WHEREAS, the County and the City desire to provide to a public boat launch on the Etowah River at Douthit Ferry; and

WHEREAS, Bartow County submitted a Recreation Trail Grant to build a boat launch on the Etowah River at Douthit Ferry hereinafter referred to as the “**Project**”; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the Project and

WHEREAS, the County shall construct said Project and City shall maintain said Project; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, the County and City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, inter alia, pay for said Project; and

WHEREAS, the County has reviewed this Agreement and did, at the regular meeting of the Commissioner, authorize its Commissioner to execute this Agreement; and

WHEREAS, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council, authorize its Mayor and City Clerk to sign this Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

The County, upon receipt of said grant shall construct the Project at Douthit Ferry on the Etowah River. The County shall be responsible for the remainder of the cost of the Project, and for payment of any cost overruns or additional work authorized by the County.

2.

The County shall be the entity responsible for day to day contact with the Consultant and management of the Project under the Contract. Prior to the commencement of the Project the City Manager and County Manager, shall mutually agree on the design of the Project including but not limited to the type and the number of parking spaces. Unless otherwise authorized by the Scope of Work or by the County, the City shall provide any direction or input on the Project to the County, rather than directly to the Consultant. The City shall not request any additional work outside the Scope of Work unless an agreement is reached with the County regarding payment for such additional work prior to any additional work being requested from the Consultant.

3.

After completion of the Project, the County shall convey to the City, said Project. The City shall be responsible for the operation and maintenance of the Project upon completion and it shall be operated by its Parks and Recreation Department, as all other recreational facilities.

4.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120 and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, Georgia 30120.

5.

This Agreement shall be effective May 31, 2020 or upon the date of the last signature by either party, whichever is later.

6.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

BARTOW COUNTY, GEORGIA

Kathy Gill, County Clerk

Steve Taylor, Commissioner

Date: _____

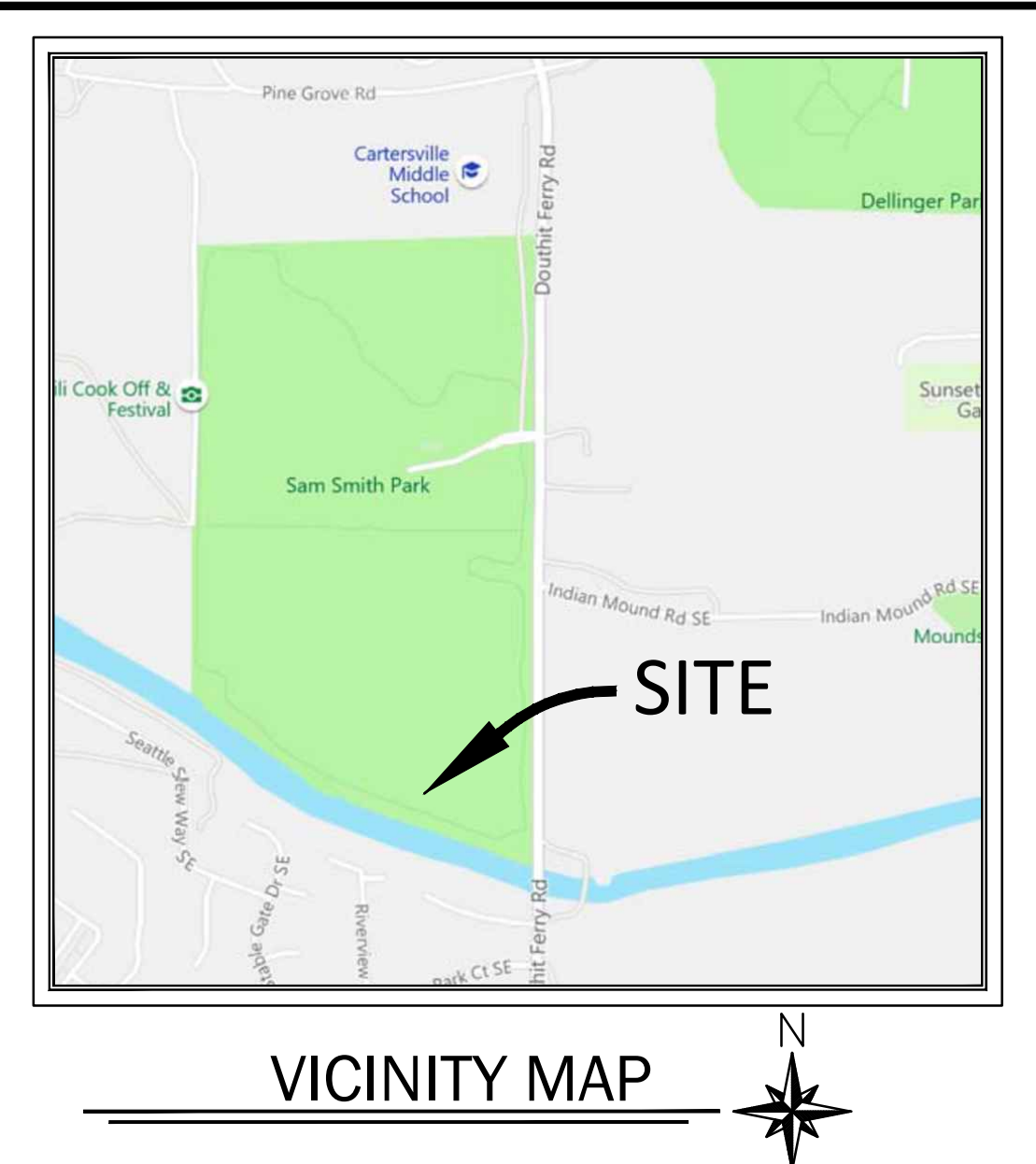
Attest:

CITY OF CARTERSVILLE

Meredith Ulmer, City Clerk

Matthew J. Santini, Mayor

Date: _____



BAILEY CIVIL Group
 P.O. Box 4392 Cartersville, Ga 30120
 678.925.6003 baileycivilgroup.com

FOR
 BARTOW COUNTY
 135 WEST CHEROKEE AVENUE
 CARTERSVILLE, GA 30120

PROJECT
 DOUTHIT FERRY BOAT LAUNCH
 DOUTHIT FERRY PROXIM SAM SMITH PARK
 CARTERSVILLE, GA 30120

SHEET TITLE
 SITE PLAN

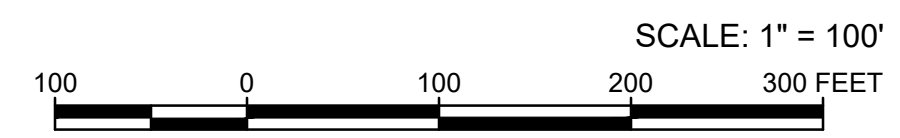
SHEET NUMBER
 C201

PROJECT NUMBER
 19130

DATE
 JUNE 1ST, 2020

REVISIONS

24 HOUR CONTACT
 BRANDON JOHNSON
 678-721-3237



SITE PLAN



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM

Workers' Compensation Settlement Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The city's workers compensation third party administrator, USIS, discussed with us the possibility of settling a claim with a former employee. USIS believed it was in the city's best interest and would reduce long-term costs. After some negotiation, they were able to agree on a settlement of \$29,250. These funds are budgeted in our Workers Compensation Fund and I recommend approval of this settlement agreement.
City Manager's Remarks:	Your approval of the Workers' Compensation Settlement Agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

MARIETTA, GEORGIA
EMERSON OVERLOOK
326 ROSWELL STREET
SUITE 100
MARIETTA, GEORGIA 30060
TELEPHONE (770) 429-1499

KNOXVILLE, TENNESSEE
408 N. CEDAR BLUFF ROAD
SUITE 600
KNOXVILLE, TENNESSEE 37923
TELEPHONE (865) 692-9039

JACKSONVILLE, FLORIDA
10201 CENTURION PARKWAY N.
SUITE 401
JACKSONVILLE, FLORIDA 32256
TELEPHONE (904) 428-1465

BRENTWOOD, TENNESSEE
6300 MARYLAND WAY
SUITE 200
BRENTWOOD, TENNESSEE 37027
TELEPHONE (615) 425-7347

LEXINGTON, KENTUCKY
771 CORPORATE DRIVE
SUITE 430
LEXINGTON, KENTUCKY 40503
TELEPHONE (859) 309-0026

ORLANDO, FLORIDA
7380 WEST SAND LAKE ROAD
SUITE 500
ORLANDO, FLORIDA 32819
TELEPHONE (407) 367-6233

CAMP HILL, PENNSYLVANIA
3809 HARTZDALE DRIVE
SUITE 901
CAMP HILL, PENNSYLVANIA 17011
TELEPHONE (717) 790-2854

May 18, 2020

Cheryl Jackson
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

Re: Claimant: Jerry S. Boston
Employer: City of Cartersville
D/O/I: 10-21-19
Insurer: USIS
Insurer File #: 113GA20190000294
Our File #: 080482.00011
State Board Claim #: 2019-134895

Dear Cheryl:

Enclosed please find a copy of the Stipulation that was approved by and made an Order of the Workers' Compensation Board on May 15, 2020, concluding this Claimant's workers' compensation claim.

As a service to individuals and companies serviced by USIS, we also attempt to persuade Claimants settling workers' compensation claims to execute a separate document which we call a Full and Complete Release. This document is drafted much broader than the standard Stipulation and Agreement and is intended to serve as a full and complete release as to any other claims which the workers' compensation claimant might have against City of Cartersville, USIS and/or any of their representatives, directors, officers, employees, successors, agents or assigns. This Release could later be used as a tool to attempt to avoid other types of claims such as claims for wrongful discharge, discrimination, pursuant to the Americans With Disabilities Act, sexual harassment, etc.

I am providing you with the original Full and Complete Release so that you may attempt to rely upon same should Jerry S. Boston ever present any other claims against your company or any individuals within the company. Since only \$1.00 was paid for the Full and Complete Release the Plaintiff's attorney could argue that the release is not effective. It is somewhat unclear how a court would rule on that issue but certainly it is better to have a signed Full and Complete Release

MOORE INGRAM JOHNSON & STEELE

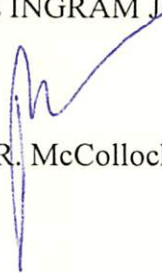
than merely the worker's compensation stipulation and agreement which is clearly limited to workers' compensation claims.

If the need for legal services should arise in the future, please feel free to contact us. We would appreciate the opportunity to be of service to you.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

Rodney R. McColloch



RRM:bdb
Enclosures
cc: Mary Justice

FULL AND COMPLETE RELEASE

For and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I, Jerry S. Boston, have remised, released and forever discharged and I do hereby for myself, my heirs, executors, administrators and assigns, remise, release and forever discharge City of Cartersville, USIS and/or their subsidiaries, affiliates, insurers and their respective representatives, directors, officers, employees, successors, agents, assigns (hereinafter referred to as "Companies") from all debts, claims, actions, causes of action, including, but not limited to, those federal, state and local laws prohibiting employment discrimination based on age, sex, race, color, national origin, religion, handicap or veteran status such as the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; Equal Pay Act of 1963, 29 U.S.C. § 206 et seq.; Title VII of The Civil Rights Act of 1964, 42 U.S.C. 2000e et seq.; Americans With Disabilities Act, 42 U.S.C. § 12101; Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; the Georgia Age Discrimination Act, Ga. Code Ann. § 34-1-2 (1982); the Georgia Fair Employment Practices Act of 1978, Ga. Code Ann. § 45-19-20 et seq., (1982); and the Georgia Equal Employment for the Handicapped Code, Ga. Code Ann. § 34-6A-1 et seq., (1982); suits, dues, sums of money, accounts, reckonings, covenants, contracts, claims for attorney's fees, controversies, agreements, promises and all liabilities of any kind or nature whatsoever, at law, in equity, or otherwise which I ever had, now have, or which I, my heirs, executors, administrators and assigns hereafter can, shall or may have, from the beginning of my employment through this date, including those associated with my employment and separation from employment with City of Cartersville.

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Emerson Overlook
328 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

It is further understood and agreed that by execution of this Full and Complete Release, I am voluntarily resigning from my employment with City of Cartersville in order to receive the lump-sum payment referenced in the Stipulation and Agreement dated the 13th day of May, 2020. I also agree not to apply for re-employment with the companies herein at any time in the future. Said voluntary resignation to be effective as of the last day I worked with City of Cartersville.

It is further understood and agreed that I will hold harmless, defend and indemnify any and all parties released hereby from any and all claims brought by me or others against the parties released hereby for any causes of action covered by this Full and Complete Release or the workers' compensation Stipulation and Agreement.

I hereby acknowledge that I have been notified that the consideration referenced hereinbefore is paid by USIS for the employer, City of Cartersville, who is being released hereby. In making said payment, said USIS is acting as an independent contractor and not as an agent of any other party released hereby. Said USIS does not have written consent of the insureds or from any other party released hereby to make this settlement and payment, except as may be otherwise set forth herein, and this settlement and payment shall have no effect upon or preclude the assertion of any claims against me by the parties released hereunder, or by any and all other persons or entities whomever, except as may be otherwise set forth herein.

It is understood and agreed that this is a full and complete receipt, release and settlement of all claims and that it is not and shall not be construed to be an admission of liability of any kind on the part of the party or parties hereby released.

Through execution of this Full and Complete Release, I recognize and agree that the facts of and the contents of my settlement are to remain confidential and are not to be disclosed by me

or my agents or representatives to anyone except as required by law through formal court proceedings. I specifically agree not to divulge the contents of my workers' compensation settlement entered into with Employer, City of Cartersville, or any specifics regarding the settlement to other parties.

I have read and reviewed the release, fully understand it, and voluntarily sign same.

Willie
Witness

Jerry S. Boston
Jerry S. Boston, Claimant
Date: 5/13/20

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Suite 100
Marietta, GA 30060
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Settlement Approved
by Order of the Board Effective
May 15 2020

Jerry S. Boston
180 Hall Station Road
Kingston, GA 30146
470-439-0182

Claimant

City of Cartersville
Attn: Cheryl Jackson
P.O. Box 1390
Cartersville, GA 30120
770-387-5619

Employer

USIS
Attn: Mary Justice
P.O. Box 616648
Orlando, FL 32861
800-444-9098

Servicing Agent

P. Zachary Pritchard, Esq.
128 West Cherokee Avenue
Suite A
Cartersville, GA 30120
470-420-4200

Attorney for Claimant

Fed. Tax Id. No. 84-1810521

Rodney R. McColloch, Esq.
Moore Ingram Johnson & Steele, LLP
Emerson Overlook
326 Roswell Street, Suite 100
Marietta, Georgia 30060
770-429-1499

Attorney for Employer/Servicing Agent

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JOHNSON & STEELE**
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-0331



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May 15 2020

STIPULATION AND AGREEMENT

WHEREAS, it is the desire of the parties hereto to enter into a total, complete and irrevocable settlement and extinguishment of the claim of Claimant, Jerry S. Boston, as against Employer, City of Cartersville, and Servicing Agent, USIS, (hereinafter referred to as "Employer/Servicing Agent"), pursuant to the provisions of O.C.G.A. § 34-9-15, the following stipulations and settlement agreements are entered into by and between the parties hereto and are submitted to the State Board of Workers' Compensation as a full and complete statement of that settlement as reached between the parties. The parties acknowledge that the names, addresses, telephone numbers, tax identification numbers, and all other information contained in the cover sheet of this Stipulation and Agreement are accurate to the best of their knowledge and belief.

1.

The files of the State Board of Workers' Compensation may be referred to by the Board in approving this Stipulation and Agreement.

2.

On 10-21-19, while Claimant was employed by the above-named Employer at an average weekly wage of \$796.11, Claimant states that he sustained an injury to his right shoulder.

3.

Employer/Servicing Agent has heretofore paid to or will pay on behalf of Claimant all authorized medical expenses already incurred regarding the subject injury.

4.

It is the contention of Claimant that he is partially and/or permanently disabled and unable to return to gainful employment and is, therefore, entitled to additional weekly benefits and other benefits pursuant to the Georgia Workers' Compensation Act.

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
220 Rowell Street
Suite 100
Marietta, GA 30060
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FAX (770) 489-8351



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by Order of the Board Effective
May 15 2020

5.

It is the contention of Employer/Servicing Agent that Claimant has been released from routine care by the authorized treating physician and has reached maximum medical improvement. It is further the contention of Employer/Servicing Agent that Claimant is capable of doing some type of work which, at the very least, decreases the future exposure in this claim.

6.

There exists a bona fide dispute between the parties as to the facts, the determination of which will materially affect the right of Claimant to receive compensation, and as to the amount of compensation which could be recovered, if any. Further, the parties acknowledge that there is conflicting evidence as to the cause and degree of disability, if any, the duration and extent of any such disability, if any, the compensability of any such disability under the Georgia Workers' Compensation Act, and the amount of compensation that is alleged to be due now or in the future as a result of the accident or injury arising out of and in the course of Claimant's employment with Employer/Servicing Agent.

7.

Motivated by the valid disputes of fact as hereinbefore set forth, the parties have reached a settlement of the claim of Claimant, Jerry S. Boston, for workers' compensation benefits, which settlement gives due regard and weight to the conflicting evidence available relating to said disputed facts. Said compromise agreement is that Employer/Servicing Agent agrees to pay, and Claimant agrees to accept the total sum of \$29,250.⁰⁰ in a lump sum settlement as a complete and final settlement and disposition of all claims on account of the injuries which Claimant sustained on 10-21-19; said payment to constitute full compensation for any and all medical and disability benefits to which Claimant may be entitled as a result of said work-related

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
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Suite 100
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by Order of the Board Effective
May 15 2020

injury or injuries. Employer/Service Agent is entitled to a credit against the lump sum amount referenced above for any weekly indemnity benefits or attorney's fees paid after the date the Board approves this Stipulation and Agreement.

Any further or additional medical expenses incurred by Claimant after the approval of this Stipulation and Agreement by the State Board of Workers' Compensation shall be Claimant's own personal responsibility and shall be borne by Claimant.

8.

Claimant has considered vocational rehabilitation but stipulates there is no need for nor desire for same; and Claimant further agrees that Employer/Service Agent is not and shall not be responsible for payment of any vocational rehabilitation services.

9.

In the event of any dispute regarding medical treatment, medical expenses, or vocational rehabilitation, it is expressly agreed by all parties that the sole and exclusive jurisdiction to resolve all issues regarding medical treatment, medical expenses, or vocational rehabilitation shall remain with the State Board of Workers' Compensation. However, Claimant agrees that for the consideration given in the instant settlement, he will not pursue reimbursement or payment of any medical benefits which have been denied or controverted prior to the execution of this Stipulation and Agreement.

10.

The parties acknowledge and stipulate that this claim and the injury sustained is not Catastrophic as defined by O.C.G.A. §34-9-200.1 (g). Therefore, pursuant to O.C.G.A. §34-9-200(a)(2), the employer's responsibility to provide future medical benefits and the employee's right to receive them is limited to 400 weeks from the date of injury.

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JOHNSON & STEELE**
A Limited Liability Partnership
Emerson Overlook
888 Piedmont Street
Suite 100
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(770) 429-1499
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-5-

Item # 9



Settlement Approved
by Order of the Board Effective
May 15 2020

11.

It is, therefore, the mutual intent and desire of the parties that the above and foregoing Stipulation and Agreement should serve as the basis for an Award of the State Board of Workers' Compensation, which Award shall conclude and dispose of this claim and which shall preclude and debar any of the parties from any subsequent amendment, modification, change or reopening of this matter.

12.

No stipulation of facts or conclusion of law contained herein shall be binding on any party hereto or admissible in evidence on behalf of or against any party hereto unless and until approved by the State Board of Workers' Compensation.

13.

Claimant agrees that from the above-stated settlement amount, Claimant's attorney, P. Zachary Pritchard, federal tax identification number 84-1810521, will receive a fee of 25% of the recovery as attorney fees, or \$ 7,312.50, and \$ 67.73 for expenses, totaling \$ 7,380.23, with Claimant receiving \$ 21,869.77.

The settlement proceeds should be paid by separate checks to Claimant and Claimant's attorney for the amounts referenced above. The settlement checks should be sent directly to the care, custody and control of Claimant's attorney at the address shown for Claimant's attorney at the front of this Stipulation and Agreement, upon the approval of this Stipulation and Agreement by the State Board of Workers' Compensation; with the understanding that Claimant's attorney will promptly notify Claimant of the receipt of such settlement checks and promptly disburse same to Claimant.

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
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May 15 2020

14.

In accordance with O.C.G.A. §19-11-9(1a), Claimant, Jerry S. Boston, does hereby warrant and confirm that there are no child support recovery liens pending against him.

15.

Claimant and his attorney also hereby warrant and affirm that there are no pending attorney fee liens for legal work performed on behalf of Claimant by other attorneys regarding the above-referenced case.

16.

As an inducement to Employer/Service Agent to enter this stipulated settlement, Claimant hereby warrants and confirms that he is not receiving Social Security Disability Income benefits, and he is not receiving Medicare benefits. This also confirms that he has not applied for Social Security Disability Income benefits or Medicare benefits and does not anticipate making such an application.

17.

Of the \$ 29,250.00 settlement, \$ 7,380.23 shall be paid as attorney's fees and expenses to P. Zachary Pritchard as attorney for Claimant. The \$ 21,869.77 to be paid to Claimant shall be calculated without commutation of interest but shall represent the negotiated compromise agreement that Claimant's life expectancy is 29 years forward from this date, pursuant to the National Vital Statistics CDC Life Table (2017), and that the settlement herein reached represents the payment of \$ 14.50 per week to Claimant over the balance of the 1508 week life expectancy of Claimant into the future.

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
338 Roswell Street
Suite 100
Marietta, GA 30066
(770) 433-1439
FAX (770) 433-8831



Settlement Approved
by Order of the Board Effective
May 15 2020

IT IS UNDERSTOOD and MUTUALLY INTENDED by and between the parties hereto that the foregoing settlement shall be forever binding and not subject to modification or change in any manner and it is intended to constitute the complete and final disposition of any and all workers' compensation claims against Employer/Servicing Agent on account of the injury or injuries occurring on or about the date of accident referenced above.

IT IS FURTHER STIPULATED by Claimant herein that the date of injury shown on this Stipulation and Agreement is the only date of injury with Employer/Servicing Agent.

WHEREFORE, all parties pray that this Stipulation and Agreement be approved and that an Award be entered accordingly.

This the 13th day of May, 2020.

Claimant: Jerry S Boston
Jerry S Boston

Claimant's Attorney: P. Zachary Pritchard
P. Zachary Pritchard

A COPY OF THE SETTLEMENT AGREEMENT HAS BEEN SENT TO EMPLOYER /SERVICING AGENT PRIOR TO ANY PARTY HAVING SIGNED IT.

Employer: City of Cartersville
Servicing Agent: USIS

By: Rodney R. McColloch Date
Attorney for Employer/Servicing Agent

I understand the provisions of this settlement instrument and that this shall conclude every element of this case and claim, that I shall not receive any further workers' compensation benefits in any amount, that this claim shall then be barred forever, that any medical expenses I incur AFTER the date of approval of this Stipulation and Agreement by the State Board of Workers' Compensation shall be my own responsibility and that I shall have no further right or claims of any nature against the above referenced parties.

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
325 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8331



Settlement Approved
by Order of the Board Effective
May 15 2020

I sign this instrument without duress, threat, promise, or inducement and am satisfied with the provisions of this settlement.

Claimant: Jerry S. Boston 5/13/20
Date

AS ATTORNEY FOR CLAIMANT IN THE FOREGOING, I HEREBY APPROVE THIS STIPULATION AND AGREEMENT AND CERTIFY THAT I HAVE EXPLAINED ITS FULL LEGAL IMPORT TO CLAIMANT.

Attorney for Claimant: P. Zachary Pritchard 5-13-2020
Date

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlock
220 Rowland Street
Suite 100
Marietta, GA 30090
(770) 489-1489
FAX (770) 489-0691



City of Cartersville

**City Council Meeting
6/4/2020 7:00:00 PM
Temporary License Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	<p>Smith Douglas Homes has requested to enter into another contract with the city to remove excess dirt on city property located off of Douthit Ferry Road. The original agreement the city had with Smith Douglas Homes expired in December 2019 and they have asked to enter into a new agreement.</p> <p>The Water Department is ok with this agreement and it is recommended for your approval.</p>
City Manager's Remarks:	<p>Smith Douglas Homes has requested to enter into another contract with the city to remove excess dirt on city property located off Douthit Ferry Road. The water department has no problem with the agreement. Your approval is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

**STATE OF GEORGIA
COUNTY OF BARTOW**

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this “Agreement”) made this ____ day of _____, 2020, by and between **CITY OF CARTERSVILLE, GEORGIA** (hereinafter referred to as “Licensor”), and **SDC GWINNETT, LLC** (hereinafter referred to as “Licensee”).

WHEREAS, Licensor owns a tract of real property located in Land Lot 705 of the 4th District, 3rd Section, Bartow County, Georgia, and being 25.2+/- acres, as more particularly shown on that plat of survey recorded in Plat Book 2018, Page 197, Bartow County, Georgia Records, which plat by reference is incorporated herein for a more complete and accurate description (“Subject Property”); and

WHEREAS, Licensee desires to sell dirt from an existing borrow pit located on the Subject Property and more particularly shown on the above referenced Plat attached as Exhibits “A” and “B” until December 31, 2021, subject to the terms set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00), the sufficiency of which is hereby acknowledged, Licensor hereby grants a Temporary License to Licensee upon the terms and conditions contained herein.

1.

Grant of License

The Licensor hereby grants a Temporary License, until December 31, 2021, to the Licensee to use the borrow pit located on the Subject Property, said borrow pit being more particularly shown on Exhibits “A” and “B” attached hereto and incorporated herein, for the sole and limited purpose of extracting dirt therefrom; provided however, Licensee hereby agrees that any extraction/cut by Licensee during the term of this Agreement shall not be below a floor elevation of 735 feet Mean Sea Level, and in the event Licensee violates the foregoing floor elevation, this Temporary License shall be immediately terminated and Licensee shall be liable for any and all damages of the Licensor as a result of such violation.

2.

Term of License

This Temporary License Agreement shall run from the date of execution until December 31, 2021, unless sooner terminated as a result of Licensee breach of the terms set forth herein. Any and all rights of the Licensee under this Temporary License shall cease and desist any and all claims and rights under this Temporary License upon the termination thereof. Any

modification of this Temporary License shall be made only upon the execution of a written modification agreement.

3.

Damage to Subject Property

In the event Licensee, Licensee's employees, sub-contractors, guests, invitees or the like, damage the Subject Property, this Temporary License shall immediately terminate. In addition, Licensee shall be liable for any and all damage Licensee, Licensee's employees, contractors, sub-contractors, guests, invitees or the like, cause to the Licensor or the Subject Property. For purposes of this Agreement, "damage" or "damages" shall mean compensation in money for a loss or injury to the Licensor or Licensor's property, including the Subject Property. Licensor shall include Licensor's successors and assigns, employees, officers, contractors, invitees, and the like and the Licensee's removal of dirt from the Subject Property pursuant to this Agreement, provided Licensee complies with this Agreement, including but not limited to Section 1 herein, and provided the removal of dirt does not cause any other damages.

4.

Permitted Activities

Licensor has granted Licensee the right to remove the dirt/fill as indicated herein in order to allow for the development of the subject property by Licensor. Licensee shall not engage in any activities which are below a floor elevation of 735 feet Mean Sea Level, and shall leave said site in a usable manner that is to be mutually agreed to by the parties hereto. Additionally, Licensee must remove all debris as a result of its activities including but not limited to trees, stumps, and wood debris from the site prior to the end of this agreement to the satisfaction of the Water Superintendent. Failure to do so, shall result in liquidated damages of \$100.00 per day after the termination of this Agreement. Both parties hereby agree that this liquidated damage provision shall survive the termination of this Court, and if legal action is necessary, both parties hereby agree that venue and jurisdiction shall be in the Bartow County Superior Court.

5.

Understanding of Use of Property

Licensee agrees and understands that a portion of the subject property shall be needed by Licensor for the construction activities related to the building of a wastewater plant. Licensor shall identify said acreage to Licensee and at that time all activities of Licensee in regard to said identified portion of the property shall cease. Additionally, Licensor shall from time to time use fill dirt from the subject property, to the extent possible Licensor shall coordinate said needs with Licensee as to the time and manner of removal of the dirt. Licensee may provide materials and labor to assist in said removal of dirt as is mutually agreed to by the parties hereto.

6.

Indemnity and Hold Harmless

The Licensee hereby agrees to indemnify and hold Licensor harmless from and against any and all liabilities, claims, damages, actions, costs, losses, proceedings, causes of action and expenses of any nature, including, but not limited to, attorney's fees arising from or attributable to or in connection with the use of the Borrow Pit or the Subject Property by the Licensee.

7.

No Interest in Property

This Temporary License is not an interest in the Subject Property. Rather, this is a mere contract granting Licensee permission to use the Borrow Pit or the Subject Property for the limited purpose set forth herein. Moreover, this agreement arises out of mere convenience and it is not necessary for the enjoyment of land owned by the Licensee.

8.

Disclaim Rights to Prescriptive Easement and Adverse Possession

The Licensee hereby disclaims any and all rights or claims to a prescriptive easement or Adverse Possession regarding the Subject Property and Licensee's temporary use thereof.

9.

Licensee's Insurance Requirements

The Licensee shall at all times during the term of this Temporary License maintain the following insurance coverages:

- (a) General Commercial Liability Insurance which shall include, but not be limited to, coverage for bodily injury and property damage arising from the Licensee's Temporary License and Licensee's use of the Subject Property with minimum limits of coverage of \$2,000,000 per Aggregate and \$1,000,000 per occurrence. Said policy shall list Licensor as an additional insured.
- (b) Employers' Liability Insurance for any contractor or sub-contractor performing work on behalf of Licensee under this Temporary License (the "contractors"), and Licensee hereby agrees to require such sub-contractor to provide proof of such Employers' Liability Insurance prior to performing work on behalf of the Licensee which shall list Licensee and Licensor as an additional insured.

- (c) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile on the Subject Property pursuant to this Temporary License Agreement. Said policy shall provide coverage of not less than \$1,000,000 Combined Single Limits for each occurrence and shall list the Licensor as an additional insured.
- (d) Workers' Compensation Insurance for Licensee and Licensee's contractors as required under Georgia law. Licensee shall require all contractors to provide proof of such workers' compensation insurance prior to performing work on behalf of Licensee under this Temporary License.

Licensee agrees that any and all policies of insurance required herein shall list Licensor as an additional insured and shall contain a endorsements that require the insurer(s) to give Licensor at least thirty (30) days advance written notice of any cancellation, termination, material change or lapse of insurance. Prior to any cancellation of such policies of insurance, Licensee shall immediately procure replacement insurance coverage so that there is no lapse of coverage and any failure to do so by Licensee shall result in the immediate termination of this License Agreement. Licensee shall provide Licensor a certificate of insurance for the policies set forth above prior to entering upon the Property and exercising any rights under this Temporary License Agreement, and thereafter as necessary to assure that Licensor always has current certificates evidencing the policies required herein

10.

Assignment or Transfer

This Agreement and the revocable license granted herein by Licensor to Licensee may not be assigned or transferred by the Licensee, except that Licensee can assign any or all rights herein to Contractor, its successors and assigns.

11.

Termination

Upon termination, all rights, duties, and obligations of the parties hereto shall forthwith terminate. Licensee shall forthwith remove any and all of his equipment and possessions from the Licensed Property and shall thereafter have no right or any other entitlement to entry upon or possession of the Property. Licensee further agrees that upon termination, Licensee shall repair and/or construct all necessary erosion control measures to secure the borrow pit and the surrounding area once Licensee's excavation activities end, including but not limited to erecting a silt fence, repair of interior roads, if any, minor grassing in such areas, and taking steps to prevent concentrated runoff.

12.

Notices

Any written notice required or allowed by this Agreement to either Licensor or Licensee shall be deemed delivered (whether or not received) when mailed by registered mail deposited, postage prepaid, in a United States general or branch post office, or by certified mail when deposited, postage prepaid, in any United States mailbox, properly addressed to the addresses specified on the first page of this Agreement.

13.

Time is of the Essence; Invalidity; Governing law

Time is of the essence of this Agreement. If any clause or provision of this Agreement or the specifications is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity effective during the Term, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby unless such invalidity is essential to the rights of both parties, in which latter event Licensor has the right to terminate this Agreement by written notice to Licensee. This Agreement shall be construed under, and governed by, the laws of the State of Georgia.

14.

Licensor's Right of Full Control and Dominion Over Subject Property

The Licensor shall retain any and all ownership rights including full control and dominion over the Subject Property.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have affixed their signature this day first written above.

Signed, sealed and delivered
in the presence of:

LICENSOR:

Attest:

Meredith Ulmer, City Clerk/Witness

Matthew J. Santini, Mayor

[SEAL]

Notary Public

Date of Execution: _____

[SEAL]

Signed, sealed and delivered
in the presence of:

LICENSEE:

Witness

Managing Member

Notary Public

Date of Execution: _____

[SEAL]



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
CARES Act Grant Funds for Airport

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	As part of the Federal Government's CARES Act, funding was allocated to airports around the country and the Cartersville-Bartow Airport was granted \$69,000 for operational expenses due to COVID-19. There is no local match to receive these funds and I recommend approval of these grant funds with approval for the Mayor and City Clerk to sign all documents required by the granting agency.
City Manager's Remarks:	Your approval of the CARES Act Grant Funds for the Airport is recommended for approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT

FOR

THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT AIRPORT ASSISTANCE

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

**One Georgia Center
600 W. Peachtree St., NW
Atlanta, GA**

AND

CITY OF CARTERSVILLE

**PROJECT NUMBER: AP020-90CA-32(015) Bartow County
PID-T007433**

THIS **AGREEMENT** entered into _____, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**," and the **CITY OF CARTERSVILLE**, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this **AGREEMENT** (collectively "**PARTIES**").

WHEREAS, The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Pub. L. 116–136) was enacted by the federal government on March 27, 2020, authorizing more than \$2 trillion in financial relief to mitigate the adverse economic effects resulting from the worldwide public health emergency caused by Coronavirus Disease 19 ("COVID-19");

WHEREAS, the financial relief provided in the CARES Act includes approximately \$10 billion in funding allocated to the Federal Aviation Administration ("FAA") for supporting airports in the United States experiencing severe economic disruption caused by the COVID-19 public health emergency;

WHEREAS, the DEPARTMENT has been issued \$3,448,000 in funding by the FAA to be allocated to eligible general aviation airport sponsors in Georgia based on formulas set forth in the CARES Act;

WHEREAS, SPONSOR has applied through the DEPARTMENT to receive its CARES Act formula allocation of funding ("ALLOCATION") through the submission of a CARES Act APPLICATION ("APPLICATION");

WHEREAS, through the submission of this APPLICATION, SPONSOR has accepted the terms of the FAA's ALLOCATION offer to utilize its funding in a manner that fully complies with the CARES Act, other federal laws and regulations, and applicable FAA program requirements;

WHEREAS, the DEPARTMENT has relied upon SPONSOR'S representations in the APPLICATION to make the ALLOCATION available to the SPONSOR through a written AGREEMENT between the PARTIES;

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the DEPARTMENT is authorized to participate in such an undertaking; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I ALLOCATION AND UTILIZATION

1. **Purpose of Allocation.** This ALLOCATION is made to SPONSOR for the purpose of maintaining safe and efficient airport operations and as an offset of a decline in revenues arising from diminished airport operations and activities as a result of COVID-19. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CARES Act funds to the DEPARTMENT for operating assistance for federally obligated airports, the terms and conditions of said funding as agreed to in the CARES Act Assurances and made a part of this AGREEMENT as fully set out herein. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Year 2020.
2. **Allocation.** SPONSOR shall receive an ALLOCATION per the CARES Act in an amount up to SIXTY-NINE THOUSAND and 00/100 Dollars (\$69,000.00) to be used utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CARES Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
3. **Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020. In addition, ALLOCATION funding may be utilized for debt service payments incurred by the SPONSOR on or after April 14, 2020. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Parameters Governing Use.** By entering into this AGREEMENT, SPONSOR expressly agrees to the following:

- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses and debt service payments for the period beginning **January 20, 2020 and ending June 30, 2021**, is the total amount of ALLOCATION, which is SIXTY-NINE THOUSAND and 00/100 Dollars (\$69,000.00). If the total eligible estimated operational maintenance expenses and debt service payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.
 - b. Any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT is not changed.
 - c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the CARES Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act. Upon request, the SPONSOR shall provide one copy of the completed audit to the DEPARTMENT.
 - d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
 - e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.
- 5. Obligation by the DEPARTMENT.** No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA under the CARES Act. The DEPARTMENT shall have the right at its sole discretion to terminate this AGREEMENT immediately upon notice to the SPONSOR and without further obligation.

ARTICLE II

PAYMENTS

- 1. Reimbursements.** The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service payments incurred by the SPONSOR for the invoice period. After

review and approval as appropriate of such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided for by the CARES Act and as set forth in this AGREEMENT.

- 2. Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after **June 30, 2021** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the GRANT. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
- 3. Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
- 4. Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the CARES Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his or her tenure or one year thereafter shall have any interest, direct or indirect in this AGREEMENT or the proceeds thereof the SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal/State assistance.

ARTICLE V

RECORDKEEPING AND REVIEW OF RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

ARTICLE VII
CONTRACT DISPUTES

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE VIII
TERMINATION FOR CAUSE AND FOR CONVENIENCE

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS

- DRAFT
- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "CARES Act Assurances" set forth in EXHIBIT B of this AGREEMENT.
 - B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
 - C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
 - D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT D of this Agreement.
 - E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
 - F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
 - G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
 - H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, <https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving>, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of Section O.C.G.A. § 16-10-6 relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

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. In the event that there is a conflict between the language of this AGREEMENT and the CARES Act, the language of the CARES Act shall be controlling.

DRAFT
(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

GEORGIA DEPARTMENT OF
TRANSPORTATION BY:

CITY OF CARTERSVILLE:

DATE: _____

DATE: _____

COMMISSIONER

MAYOR

ATTEST: _____
(SEAL)

PRINTED NAME

THIS CONTRACT APPROVED BY:

DRAFT
CITY OF CARTERSVILLE
AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

CARTERSVILLE AIRPORT CARTERSVILLE , GA

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007433 AP020-90CA-32(015) BARTOW

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
Federal Funds FY20 - SBGP-034-2020					
1	UTILITIES	\$1.00	\$13,500.00	100%	\$13,500.00
2	INSURANCE	\$1.00	\$15,903.00	100%	\$15,903.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$13,851.00	100%	\$13,851.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$0.00	100%	\$0.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$1,532.00	100%	\$1,532.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$9,500.00	100%	\$9,500.00
17	AVIATION FUEL	\$1.00	\$0.00	100%	\$0.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$4,940.00	100%	\$4,940.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$9,774.00	100%	\$9,774.00
TOTAL PROJECT					\$69,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-034-2020	5/22/2020	<u>\$69,000.00</u>	22150
Total Maximum Obligation of Federal Funds this Contract:		<u>\$69,000.00</u>	

Item # 11

EXHIBIT A

EXHIBIT B

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this GRANT offer by the sponsor, these assurances are incorporated into and become part of this GRANT Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this GRANT that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this GRANT including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or GRANTS from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program
.49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in GRANT agreements by any of the above laws, regulations, or circulars are incorporated by reference in this GRANT Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this GRANT, and to finance and carry out the proposed GRANT; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this GRANT and to finance and carry out the proposed GRANT and comply with all terms, conditions, and assurances of this GRANT Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this GRANT Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this GRANT Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this GRANT Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all GRANT accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this GRANT, the total cost of the GRANT in connection with which this GRANT is given or used, and the amount or nature of that portion of the cost of the GRANT supplied by other sources, and such

other financial records pertinent to the GRANT. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this GRANT. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a GRANT or relating to the GRANT in connection with which this GRANT was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

The sponsor shall not GRANT an exclusive right to use an air navigation facility on which this GRANT has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This GRANT shall be available for any purpose for which airport revenues may lawfully be used. CARES Act GRANT funds provided under this GRANT Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this GRANT.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
 1. **Programs and Activities.** If the sponsor has received a GRANT (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a GRANT or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the

entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a GRANT or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this GRANT and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, GRANT, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, GRANT, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-GRANTEES, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this GRANT to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

DRAFT

EXHIBIT C**NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or

EXHIBIT C-1

Item # 11

(b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DRAFT

EXHIBIT C-2

Item # 11

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

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

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

DRAFT

Date

Signature

EXHIBIT E**CERTIFICATION OF SPONSOR**

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal GRANT, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, GRANT, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, GRANT, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

DRAFT

EXHIBIT G

**PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

_____(SEAL)
Clerk

EXHIBIT G-1

**INSTRUCTIONS FOR
EXHIBIT G CERTIFICATION**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT G-2

Item # 11

EXHIBIT H
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

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

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 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 \$550,000.00 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.

Date _____

Signature _____



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CARTERSVILLE
Solicitation/Contract No./ Call No. or Project Description:	T007433/AP020-90CA-32(015) Bartow County CARES Act

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, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 109605
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)

 4/21/2008
 Date of Authorization

 CITY OF CARTERSVILLE
 Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

 Printed Name (of Authorized Officer or Agent of Contractor)

 Title (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

 Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT J**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF CARTERSVILLE _____



City of Cartersville

City Council Meeting

6/4/2020 7:00:00 PM

Transco Delivery Point and Regulating Station Fencing

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	The Gas System requested proposals from three vendors for the installation of fencing around the Transco Delivery Point and the Brown Farm Road regulating station. Only one proposal was received from Cartersville Fence Company, Inc. in the amount of \$11,236.00. They have performed acceptable work for the Gas System in the past and we recommend accepting their proposal.
City Manager's Remarks:	Cartersville Fence Company, Inc. submitted a bid for the Transco Delivery Point Fencing in the amount of \$11,236. Your approval of this bid from Cartersville Fence is recommended for approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill, Gas System Director *via email attachment*

cc: Michael Dickson, Assistant Gas System Director *via email attachment*

From: Brian Friery, Gas System Engineer

Date: May 26, 2020

RE: Fencing Installation
Williams/Transco Dalton
Expansion Delivery Point/
Brown Farm Road Regulating Station
Cartersville Project No. CP-16-001-F/CP-16-002-F

As you know, we have forwarded a request for proposals to provide and install chain link fences for the above referenced projects to three (3) local fence contractors. Of the three requests, only one (1) fence contractor submitted a proposal. Cartersville Fence Company, Inc. of Cartersville, Georgia submitted the single proposal in the amount of \$6,456.00 to provide and install a galvanized chain link fence at the Williams/Transco Dalton Expansion Delivery Point and \$4,780.00 to provide and install a vinyl coated chain link fence at the Brown Farm Road Regulating Station for a total proposal in the amount of \$11,236.00. Attached is a copy of the proposal.

As you know, the fence installations for these projects are part of the overall Williams/Transco Expansion project and is a budgeted item. As you further know, Cartersville Fence Company, Inc. of Cartersville, Georgia has satisfactorily completed several fence installations for the Gas System as well as the City in the past and is fully capable of completing such installations for this project. I, therefore, recommend the City award this proposal in the total amount of \$11,236.00 to Cartersville Fence Company, Inc. of Cartersville, Georgia.

In accordance with O.C.G.A. §50-36-1 and O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02, executed EVerify and ESave documentation for Cartersville Fence Company, Inc. of Cartersville, Georgia was provided with the proposal as well as the Company's Certificate of Insurance.

CARTERSVILLE**FENCE**
COMPANY, INC.**PROPOSAL**DATE 5/26/20 INV.# 21625

CELL # _____ OTHER # _____

NAME AND ADDRESS City of CartersvilleE-MAIL bfriery@cityofcartersville.org405 OLD MILL ROAD
CARTERSVILLE, GA 30120
770-382-1223 • FAX 770-386-5922@cartersvillefence.com

PROPOSAL After Receipt of Signed Copy From Buyer, This Proposal When Accepted by Cartersville Fence Company, Inc., Becomes A Contract Between the Two Parties

WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS ARE SUBJECT TO IMMEDIATE WARPAGE, SHRINKAGE, CRACKING, ETC. SPECIFIED SPACE BETWEEN PICKETS AND BOARDS IS A ROUGH APPROXIMATION WHICH WILL VARY SUBSTANTIALLY. NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.

CUSTOMER CHECKLIST

- Clearing - None
 To Be Done By Customer

(If area not cleared by customer at time of installation Cartersville Fence to clear line for Additional Amount listed below)

\$ _____
Cartersville Fence to Clear Line

-
- Customer Is Responsible for:

Location of underground utilities and pipe, etc.
Utility identification service can be reached at:
1-800-282-7411

-
- Cartersville Fence Company, Inc. is
- not
- responsible for any unmarked underground systems (pipes, drains, wires, cabling, Sprinklers, etc.)

-
- Property Pins - Identified and Marked
-

Customer unable to locate
-Go off diagram

-
- Customer to be present at time of initial installation to ID exact location of fence

Customer to mark desired location of fence (Ends, Corners, Gate Posts) prior to installation - Instructions given.

-
- Payment terms and conditions

*If all boxes are not checked, do not proceed with job.**MATERIAL STIPULATION:**
ALL MATERIALS REMAIN THE PROPERTY OF CARTERSVILLE FENCE COMPANY, INC. UNTIL PAID FOR AND CAN BE REMOVED FOR NON-PAYMENT.**JOB LOCATION/P.O. #**1 - WILLIAMS/TRANSCO DALTON EXP. DELIVERY POINT (LOCATION)Install @ 224' of 6ft x 8ga. Galv. C/L
w/ Truss Rod + Bracing, bottom ten wire

- 1 1/2" Top Rail

- 2" Line Post

12 - 3" Ten Post

3 - Walk Gates

1 - 12' DID Gate

\$ 6456.002 - Brown Farm Road Regulating Station (Location)Install @ 134' of 6ft x 8ga. Fixed + Banded Green C/L
w/ Truss Rod + Bracing, bottom ten wire

1 1/2" Top Rail

2" Line Post

8 - 3" Ten Post

1 - 12' DID Gate

1 - Walk Gate

\$ 4780.00

All Dimensions And Specifications are Approximate

⊗ = OBSTRUCTION

THIS QUOTATION IS GOOD FOR _____ DAYS

PRICE \$ 11,236.00

\$ Revisions If Necessary

DEPOSIT \$

\$

BALANCE \$

\$

TERMS: NET _____

DAYS

ESTIMATOR

Dan HeilmarACCEPTED BY
C'VILLE FENCE**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions, as well as the conditions on the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE

Item # 12

DATE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Customer is solely responsible for locating property lines. Liability insurance and workman's compensation will be furnished by the contractor.

SUBJECT TO CONDITIONS ON REVERSE SIDE



City of Cartersville

**City Council Meeting
6/4/2020 7:00:00 PM
Dump Trailer Brake Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Department operates two 26-foot dump trailers to haul residual biosolids from the wastewater plant to local agricultural fields or the landfill. When hauling, the trailers make up to 10 trips per day depending on the task and location. Both trailers were purchased new in the early 1990's.</p> <p>One unit had a significant brake failure two weeks ago. The trailer was taken to the City Garage for evaluation. The garage provided the attached repair estimate of \$7,284.80. After discussing the repair with the Garage, I would like to ask for a not to exceed authorization of \$8,500.00 to account for potential additional parts and shipping costs.</p>
City Manager's Remarks:	Your approval of the Dump Trailer Brake Repair is recommended for approval.
Financial/Budget Certification:	This is a budgeted item. All expenses will be paid from account 505.3320.52.2360 Maintenance Vehicle & Equipment.
Legal:	
Associated Information:	

Bob Jones

From: Ted Guyant
Sent: Thursday, May 21, 2020 10:02 AM
To: Bob Jones
Subject: ESTIMATE FOR REPAIRS ON TRAILER (T853) ATTACHED TO TRUCK 860

Follow Up Flag: Follow up
Flag Status: Flagged

PARTS

BRAKE DRUM	\$256.50 X 4
BRAKE SHOES	\$40.64 X 8
BRAKE HARDWARE KIT	\$13.08 X 4
OIL HUB CAP	\$37.80 X 4
CAM BUSHINGS	\$57.38 X 2
BEARING SET	\$78.11 X 8
HUB OIL SEAL	\$48.60 X 4
HUB ASSEMBLY	\$352.63 X 4
S-CAM	\$117.15 X 4
SLACK ADJUSTER	\$141.75 X 4
MISC. STEEL	\$100

LABOR

BRAKE SYSTEM REPAIRS	26 HRS. @ \$75 PER HOUR
REAR BUMPER AND STABILIZER ROD REPAIR	4 HRS. @ \$75 PER HOUR

TOTAL PARTS \$5034.80
TOTAL LABOR \$2250.00
TOTAL PARTS AND LABOR \$ 7284.80

**THIS IS AN ESTIMATE OF NEEDED REPAIRS.
ALL PARTS AND LABOR PRICES ARE SUBJECT TO VARY SLIGHTLY.**



Item # 13



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
WPCP Waste Pump #3 Rebuild

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The Number 3 Waste Pump (WP3) at the wastewater plant needs to be rebuilt. The pump operates in rotation with similar primary and secondary pumps. This is a sole source item from the pump manufacturer Xylem/Flygt. The attached quote in the amount of \$8,761.65 is a budgeted item.
City Manager's Remarks:	This is a sole source item from the pump manufacturer. Your approval of the rebuild is recommended.
Financial/Budget Certification:	All expenses for this project will run through account 505.3330.52.2361 WPCP Maintenance.
Legal:	
Associated Information:	



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2020-ATL-0118

Date: 5/28/2020

Page 1 of 5

Tag #: 1082

JobName: Water Plant P3

Customer Information

Company Name: CITY OF CARTERSVILLE

Contact: Bart Sears

Address

Telephone: 678-247-4069

PO BOX 1390

Telephone:

CARTERSVIL GA30120

Fax:

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 31270905352

Serial Number: 3127090050120

Model: ____

Impeller Code:

HP: 0

Volts: 0

Phases: 0

Inspection Information

Inspected By: Jeff Mealey

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 0 B 0 W 0

Sensors:

Resistance through cable: RB 0 RW 0 BW 0

FLS

Stator Condition: Unusable

CLS

Shaft Condition: Good

KLIX

Oil Condition: Unusable

Bearing

Inspection Plugs:

Cable

Hydraulic: Impeller/Propeller Condition: Unusable

Cable Condition: Unusable

Volute Condition: Good

Cable Length: 50

Hydraulic Type:

Flygt Products

90 Horizon Drive , Suwanee GA 30024

PH: (770) 932-4320

FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2020-ATL-0118

Date: 5/28/2020

Page 2 of 5

Tag #: 1082

JobName: Water Plant P3

Installation

Type:

Control

Discharge Size:

MFV

Primary Requirement: Cut cable

Repair/Service Requirements and remarks

Cable cut. Media intrusion in junction box and stator. Cable swelling inside rewind stator. Impeller bad from pumping debris and cavitation. Seal failure and bearings washed out.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
50	94 21 05	CABLE,SUBCAB AWG 10/4 18.8MM	\$10.01	\$500.50
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$217.49	\$217.49
1	504 78 07	CABLE UNIT	\$108.29	\$108.29
1	601 89 10	KIT,REPAIR BASIC+ 3127.090/180	\$1,624.35	\$1,624.35
1	309 44 12	STATOR,21-12-4A 230/460V:3PH+ 230V:1PH	\$1,015.56	\$1,015.56
1	734 59 00	LEAD-THROUGH UNIT	\$47.32	\$47.32
1	430 14 00	IMPELLER,C LT CODE 442 CI	\$1,643.46	\$1,643.46
1	338 13 01	WASHER,SS	\$57.33	\$57.33
4	84 42 54	SCREW,ALLEN M12 X 40 SS	\$16.38	\$65.52
4	83 03 57	SCREW,ALLEN M12 X 90 SS	\$13.65	\$54.60
1	314 88 03	RING,WEAR STATIONARY BRASS	\$277.55	\$277.55
2	84 18 02	GROMMET,NBR 23ID 52OD 26L	\$29.12	\$58.24
6	83 53 30	CLAMP,TERMINAL	\$25.48	\$152.88
3	83 42 65	TERMINAL BLOCK	\$2.73	\$8.19
2	428 22 17	SCREW,INSPECTION BRASS	\$5.19	\$10.37
		Total Price		\$5,841.65

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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2020-ATL-0118

Date: 5/28/2020

Page 3 of 5

Tag #: 1082

JobName: Water Plant P3

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 00 21A	ENV FEE 0-10HP NO TAX TP ENVIRONMENTAL FEE	\$48.00	\$48.00
1	14-69 00 24	SHOP SUPPLIES-SMALL PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	\$40.00	\$40.00
8	14-69 00 02A	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000	\$130.00	\$1,040.00
4	14-69 00 02A	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000, FM Measurements	\$130.00	\$520.00
8	14-69 00 07A	LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000 Deliver and Install repaired pump	\$159.00	\$1,272.00
		Total Price		\$2,920.00
			Total Price:	\$8,761.65

Product Replacement

Product Number:

Estimated Delivery: Weeks

Cost of New Unit:

Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Terms of payment: 100% N30 after invoice date.



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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2020-ATL-0118

Date: 5/28/2020

Page 4 of 5

Tag #: 1082

JobName: Water Plant P3

Delivery is not included in this repair estimate unless specifically stated.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Andrew Stephens

Phone:

Fax:



Flygt Products
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FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2020-ATL-0118

Date: 5/28/2020

Page 5 of 5

Tag #: 1082

JobName: Water Plant P3

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Flygt Products
90 Horizon Drive , Suwanee GA 30024
PH: (770) 932-4320
FX: (770) 932-4321





City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
WTP High Service Pump #2 Starter (HSP#2)

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>On May 6, 2020 at approximately 11:00am, the switchgear for HSP#2 caught on fire and burned. The pump had been running fine for several days and showed no signs of trouble until smoke started rolling out of the building. The attached picture tells all you need to know. The gear is toast (literally) and needs to be replaced as soon as possible.</p> <p>The loss of the pump comes at a particularly inopportune time. The loss reduces pumping capacity at the plant by 14 million gallons per day (MGD) going into the peak demand season of summer. Compounding the problem, is an estimated fifteen (15) week lead-time on the replacement equipment.</p> <p>For the reasons stated above, I am requesting emergency approval of East Electrical Contractors, Inc. (East) to order the replacement equipment and begin installation immediately upon arrival. East performed the same work on HSP#1 in 2018 when the pump was replaced and has completed other extensive electrical work at the plant.</p> <p>Because this was a fire and the full extent of the damage will not be known until the gear is removed, I am asking for a not to exceed authorization of \$150,000. This is not a budgeted project in the FY19_20 budget, but is included in the FY20_21 budget. Given the long lead-time of the equipment, virtually none of this expenditure will take place this fiscal year.</p>
City Manager's Remarks:	Your approval of the HSP #2 Starter repair with a not to exceed amount of \$150,000 is recommended.
Financial/Budget Certification:	If there are FY19_20 expenditures, those will pass through account 505.3310.52.2361 WTP Maintenance. All expenses in FY20_21 will pass through the assigned account number in that budget.
Legal:	
Associated Information:	

Cover Memo

EAST ELECTRICAL CONTRACTORS, INC.
 995 MARIETTA INDUSTRIAL DRIVE
 MARIETTA, GEORGIA 30062-2443
 PHONE 770.427.8420 FAX 770.427.7857

ELECTRICAL QUOTATION

TO: Mr. Daniel Duke	FROM: Ray East
COMPANY: City of Cartersville	DATE: May 20, 2020
EMAIL ADDRESS: dduke@cityofcartersville.org	TOTAL NO. OF PAGES INCLUDING COVER: Two
PHONE NUMBER: 404-281-6637	SENDER'S REFERENCE NUMBER: High Service Pump Starter Replacement
RE: <i>Electrical Quote</i>	YOUR REFERENCE NUMBER: Q-Cartersville WTP HS Starter Moon 2020-05-20

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

My pricing for the electrical work on the Referenced Project is shown below per below is :

BASE PRICE:

\$ 96,890.00 (Ninety Six Thousand Eight Hundred Ninety Dollars & 00/100)

ADDITIVE ALTERNATE # 1: Provide recommended spare parts for the new starter.

\$ 10,407.49 (Ten Thousand Four Hundred Seven Dollars & 49/100)

ADDITIVE ALTERNATE # 2: Removal, replacement, termination and testing of medium voltage load side conductors between the pump starter and the pump, *if required*.

\$ 13,735.00 (Thirteen Thousand Seven Hundred Thirty Five Dollars & 00/100)

Our Price Includes:

- 1) Demolition and disposal of existing medium voltage starter for high service pump.
- 2) Furnish and installation of new Eaton Ampgard Medium Voltage Auto-Transformer Starter.
- 3) Eaton starter is same model and features as unit installed in 2017.
- 4) Factory start up and programming of the G.E. Multilin is included.
- 5) The factory lead time for the starter is 15 weeks from the release of the order. This is assuming the starter is built to the previous installed starter specifications and wiring schematic and formal approval drawings are not required. If formal approval drawings are required it would require an additional 5 weeks to obtain the drawings plus any additional time for approval and release to the factory.

Continued Page 2

- 6) We have assumed the existing load conductors to the pump motor will not have to be replaced.
(see additive alternate # 2 if it is determined the conductors would have to be replaced)
- 7) General Liability and Workman's Compensation certificates will be furnished prior to starting of any work.

Our Price Excludes:

- 1) Payment and Performance Bond.
- 2) Modifications to the existing housekeeping pad (to be re-used.)
- 3) Electrical drawings and Electrical Engineer stamp.
- 4) Electrical permits or building permits. (assumed not required)
- 5) SCADA System modifications. (assumed existing and to be re-connected)

End of Quote





City of Cartersville

**City Council Meeting
6/4/2020 7:00:00 PM
WPCP – Wheel Loader**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Department opened bids on 4/28/2020 for one (1) wheel loader to support biosolids management at the wastewater plant (picture attached). This machine will be used to move material from the newly constructed biosolids storage facility which was just completed in February. The machine specification was advertised on the Georgia procurement website and the City website, as well as directly delivered to various vendors from whom we have purchased before.</p> <p>A total of nine (9) bids were received, one of which did not meet our specifications. A tabulation of all bids is attached. The eight (8) bids meeting specifications were narrowed to three (3) machines – Case, Volvo and John Deere. Each of these vendors provided a one-week demonstrator machine that was used by plant staff. Based on a review of the machine specifications, demonstrated capabilities and input from the plant staff who will operate the machine daily, I recommend approval of the best bid from Flint Equipment for a John Deere 524L High Lift loader in the amount of \$157,000.</p>
City Manager's Remarks:	This is a budgeted item. Your approval of the Wheel Loader from Flint Equipment for \$157,000 is recommended.
Financial/Budget Certification:	This is a budgeted item. All expenditures related to this item will pass through account 505.3330.54.2100 Machinery (Off Road Equipment).
Legal:	
Associated Information:	



Item # 16



BID TABULATIONS

Purchaser: City of Cartersville -- Water Dept.			
Division: WPCP -- Water Pollution control Plant			
Project Name: Wheel Loader			
Project #: 505.3300.54.2100	Bid Date: 4/28/2020	Estimate:	None Assigned

Project Category:	<input type="checkbox"/> General	<input type="checkbox"/> Operations
	<input type="checkbox"/> HVAC	<input type="checkbox"/> Consulting
	<input type="checkbox"/> Electrical	<input type="checkbox"/> Cleaning
	<input type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Other

Vendor	Brand / Model	Scale options (Not Req'd)	Bid Amount (Whole Dollars)	Delivery
Atlas Equipment	Hyundai / HL940	2180	134,672	30-90 Days
		3180	144,822	
Border Equipment	Case / 621G	2180	149,900	60-90 Days
		3180	155,900	
Ascendum	Volvo / L60H	2180	151,969	90 Days
		3180	154,871	
Flint Equipment	John Deere / 524L	2180	156,000	30-60 Days
		3180	157,000	
Cowin	Hitachi / ZW140-6	2180	157,287	130 Days
		3180	161,816	
Atlanta JCB	427 (or 437?)	2180	165,575	90 Days
		3180	167,575	
TEC	Komatsu / WA270	2180	165,900	10 Days
		3180	167,820	
Heavy Machines	Liebherr / L526	2180	189,975	8-9 Months
		3180	191,875	

Bids Compiled By:

Print Name: Bob Jones	Date: 4/28/2020
Title: Water Department Director	Phone #: 770-607-1148
Signature:	Email: bjones@cityofcartersville.org



City of Cartersville

**City Council Meeting
6/4/2020 7:00:00 PM
Truck Replacement**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>The Electric Department is requesting authorization to purchase a truck to replace one which was totaled in an accident. Insurance has reimbursed the City for the value of the truck, around \$18,000. The cost of the replacement vehicle is \$32,969.48. To make up the difference, the Electric Department plans to use surplus funds from the last two vehicles purchased under budget. This was not a budgeted item, since it resulted from an accident. However, it is necessary for the employee to have a truck to fulfill his job duties, so we have to replace it.</p>
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CNGP530

VEHICLE ORDER CONFIRMATION

05/29/20 12:58:00

==>

Dealer: F21422

2020 F-150

Page: 1 of 1

Order No: 0000 Priority: J4 Ord FIN: QD456 Order Type: 5B Price Level: 040

Ord PEP: 300A Cust/Flt Name: CARTERSVILLE PO Number:

RETAIL

RETAIL

X1E	F150 4X4 S/C	\$41095		FLEX FUEL	
	145" WHEELBASE			SP FLT ACCT CR	
YZ	OXFORD WHITE			FUEL CHARGE	
U	CLTH 40/CON/40	295		DEST AND DELIV	1695
G	MED EARTH GRAY			TOTAL BASE AND OPTIONS	46120
300A	EQUIP GRP			TOTAL	46120
	.XLT SERIES			*THIS IS NOT AN INVOICE*	
995	5.0L V8 FFV ENG	1995			
44G	ELEC 10-SPDAUTO				
T84	275/65R-18	100			
XL3	3.31 ELEC LOCK	420			
	7050# GVWR				
53B	CLASS IV HITCH	150			
64H	18" SILVER HDP	95			
76R	REV SENSING SYS	275			

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

V1DP0138

2,6

32,969.48

Price includes
Additional Key &
All weather Floor Liners

Item # 17



City of Cartersville

**City Council Meeting
6/4/2020 7:00:00 PM
Budget Ordinance for the Fiscal Year 2020-21**

SubCategory:	Budget
Department Name:	Finance
Department Summary Recommendation:	<p>The FY2020-21 budget ordinance is attached. The proposed budget is a balanced budget and decreased \$8,252,150 over the FY2019-20 budget. The decrease equates to a 4.99% decrease. The proposed budget includes no salary adjustments, no increase in the city's property tax millage rate, an increase in health insurance premiums for both the city and the employees, the sale of the old police department building located on Main Street, and the general fund borrowing funds from the utility funds.</p> <p>Budget comparison by type for the FY2020-21 proposed budget compared to the FY2019-20 budget includes: personnel expenses increase by \$521,045; operating expenses decreased \$2,667,180; purchase of commodities increased by \$581,460; BID tax expenses increased by \$1,260; debt service expenses increased \$107,905; capital expenses decreased \$7,291,070, and transfers to the general fund increased \$494,430. I recommend approval of the proposed FY2020-21 budget as presented.</p>
City Manager's Remarks:	Tom R will present the proposed FY20-21 budget on Thursday evening. This is the first reading.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2020 – 2021 budget.

2020 - 2021 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$26,310,555	
Expenditures:		
Legislative		\$ 1,761,220
Administration		\$ 1,120,980
Finance Dept.		\$ 1,319,035
Customer Service Dept.		\$ 767,345
Police		\$ 6,090,390
Fire		\$ 7,925,255
Municipal Court		\$ 298,260
Public Works		\$ 2,580,120
Recreation		\$ 3,260,255
Planning & Development		\$ 1,187,695
Downtown Development Authority		\$ 0
<u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,092,375	\$ 1,092,375
SPLOST – 2003	\$ 50,000	\$ 50,000
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 2,864,000	\$ 2,864,000
DEA	\$ 412,950	\$ 412,950
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 750,000	\$ 750,000
Motor Vehicle Rental Tax	\$ 80,500	\$ 80,500
Grant Funds	\$ 0	\$ 0
Business Improve Dist Tax	\$ 24,535	\$ 24,535
Downtown Development Auth	\$ 210,450	\$ 210,450
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 290,000	\$ 290,000

Enterprise Funds

Fiber Optics	\$ 2,352,000	\$ 2,352,000
Electric	\$48,746,650	\$48,746,650
Gas	\$26,114,640	\$26,114,640
Solid Waste	\$ 3,163,700	\$ 3,163,700
Stormwater	\$ 1,595,000	\$ 1,595,000
Water & Sewer	\$41,505,895	\$14,760,020
Water Pollution Control Plant		\$22,677,130
Water Treatment Plant		\$ 4,068,745

Internal Service Fund

Garage	\$ 1,408,755	\$ 1,408,755
---------------	---------------------	---------------------

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of June 2020. First Reading.

ADOPTED this ___ day of June 2020. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
Employee Benefits - Holidays

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The Employee Benefits ordinance is being updated to include holiday pay for the police and fire department employees.
City Manager's Remarks:	This encompasses a goal set at Visioning this past January. All other city employees receive holiday pay. Your approval for police and fire to receive holiday pay is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 1. – GENERALLY. SECTION 16-28. – HOLIDAYS is deleted in its entirety and replaced with the following:

1.

Sec. 16-28. Holidays.

- (1) All regular employees except policemen and firemen shall receive the following holidays: January 1; Martin Luther King, Jr., birthday, on the day designated by the state; Good Friday; Memorial Day, the last Monday in May; July 4; Labor Day; Veterans Day, November 11; Thanksgiving Day and the Friday following Thanksgiving Day; and Christmas Eve and Christmas Day. If a holiday falls on Sunday, the employee shall receive as a holiday the Monday immediately following. If a holiday falls on Saturday, the employee shall receive as a holiday the Friday immediately preceding the holiday.
- (2) Policeman and firemen who are working on the holidays approved in paragraph (1) above, shall be paid an additional hourly wage for each hour worked during the holiday.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK



City of Cartersville

City Council Meeting
6/4/2020 7:00:00 PM
Sick-Personal Leave Bonus

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The ordinance has been updated for FY20-21 to remove the sick/personal leave bonus normally received by eligible employees.
City Manager's Remarks:	In the past, any unused sick/personal leave bonus would be paid each year to those eligible employees (Sec 16-30 Sick/Personal Leave of the Employee Benefits and Personnel Policy). In order to balance the budget in the coming fiscal year, we have proposed to temporarily stop this bonus. Due to the COVID-19 Pandemic, the bonus for unused sick/personal leave, as stated for in paragraph (g) of Sec. 16-30 of this chapter has not be included in the proposed budget that would include calendar year 2020. This is the first reading of the proposed ordinance change. Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 1. – GENERALLY. SECTION 16-30. – SICK/PERSONAL LEAVE is hereby amended by adding a new paragraph (i) as follows:

1.

Sec. 16-30. Sick/personal leave.

- (i) Due to the COVID-19 pandemic, the reimbursement for unused sick/personal leave, as provided for in paragraph (g) of Sec. 16-30 of this Chapter, is cancelled for the calendar year 2020.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK