

CITY OF GRANTVILLE
CITY COUNCIL WORK SESSION MEETING AGENDA
JUNE 14, 2021 at 6:30 P.M.
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street
Grantville, Georgia 30220

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order
Invocation
Pledge of Allegiance
Citizen Comment Regarding Agenda Items
Approval of Agenda

PUBLIC HEARING:

Special Use Permit Application for Liquor Store at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh. Planning Commission recommended approval. (Public Hearing to be held June 28, 2021)

Special Use Permit Application for Truck Stop at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh. Planning Commission recommended approval. (Public Hearing to be held June 28, 2021)

Discussion/Decision Special Use Permit Application for Liquor Store at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh.

Discussion/Decision on Special Use Permit Application for Truck Stop at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia (Manny) Singh.

Discussion/Decision on Special Event Permit for July 3rd Fireworks by the Grantville Police Department

Discussion/Decision on Appointment to the Historic Preservation Commission to fill the unexpired term of Claude Raptis which ends on January 17, 2022.

Discussion of Rural Broadband Update

Second Reading: Ordinance No. 2021-02 to Restate and Amend Section 11-21 of the Code of Ordinances

Discussion/Decision on Ordinance No. 2021-03 to Restate and Amend Chapter 8 ANIMALS of the Code of Ordinances

Discussion/Decision on Bid Results for the Construction of Three (3) 20' x 20' Open Gable Pavilions

-Aqua Dynamics, Inc.: \$98,500.00

-Bliss Products and Services, Inc.: \$99,948.50

Discussion of Leak Adjustment Water Protection Program

Discussion of National League of Cities Service Line Warranty Program by HomeServe

Discussion of Solid Waste Services

Discussion/Decision on Storm Water Drainage Problem on Lagrange Street

Citizen Comments

City Council and Staff Comments

Adjournment

Grantville Planning Commission Meeting Minutes

Date: June 3, 2021

Time: 6:01 p.m.

Location: Grantville City Hall, 123 LaGrange Street Grantville, Georgia 30220

Mr. Ward called the Planning Commission meeting to order at 6:00 p.m.

Attendance

Joe Ward, Vice Chairman
Danny Clay
Brenda Maddox (By conference call)

Public Attendance

Manny Singh
Virginia Singh
Robi Higgins
Marion Cieslik

Review & Approval of Minutes

Adoption of Planning Commission Meeting Minutes from April 1, 2021

Planning Commission meeting minutes for the meeting held on April 1, 2021 were distributed to the members for review and adoption. After review of the minutes, a motion was made by Mr. Clay to adopt the April 1, 2021 Planning Commission Meeting Minutes. The motion was seconded by Mrs. Maddox. After discussion, Mr. Ward called for a vote and the motion passed unanimously.

Mr. Singh requested that the Agenda be amended to reflect that Grantville Partners LLP representative is Tommy Arnold and to also indicate that Virginia Singh has a contract to purchase the property. The planning commissioners made note of the proposed amendments to the agenda.

Report of Committees

None

Unfinished Business

None

Hearing of Cases

Special Use Permit Application for Liquor Store at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia Singh.

The applicant represented by Manny Singh was recognized by the Planning Commission and presented the proposal to obtain a Special use Permit for a Liquor Store at the property. Following

the presentation and discussion between the planning commissioners and Mr. Singh, Mr. Clay made a motion to recommend that the City Council approve the Special Use Permit application for a liquor store on parcel G09-0002-003 as submitted by the application. The motion was seconded by Mrs. Maddox. Following discussion, Mr. Ward called for a vote and the motion passed unanimously.

Special Use Permit Application for Truck Stop at parcel G09-0002-003 (Hwy 29/SR14) submitted by Tommy Arnold, Grantville Partners, LLLP on behalf of Virginia Singh.

The applicant represented by Manny Singh was recognized by the Planning Commission and Mr. Singh presented the application to obtain a Special Use Permit for a Truck Stop at the property. Following the presentation and discussion between the planning commissioners and Mr. Singh, Mr. Clay made a motion to recommend that the City Council approve the Special Use Permit application for a truck stop on parcel G09-0002-003 as submitted by the application. The motion was seconded by Mrs. Maddox. Following discussion, Mr. Ward called for a vote and the motion passed unanimously.

New Business

None

Adjournment

Mr. Clay made a motion to adjourn the meeting. Mrs. Maddox seconded the motion. Mr. Ward adjourned the Planning Commission Meeting at 6:22 p.m.

**CITY OF GRANTVILLE
SPECIAL USE APPLICATION**

The undersigned hereby respectfully requests that the City of Grantville grant a special use permit for the property described below:

1. Name of Property Owner / Applicant: GRANTVILLE PARTNERS LLLP
2. Applicant Address: 6185 CROOKED CREEK ROAD #C
NORCROSS, GA 30092
3. Telephone No. (Day) 404-933-6100 Telephone No. (Evening) _____
4. Email address of Applicant: TAARNOLD625@GMAIL.COM
5. Address of Property: 27.634 Acres S/E CORNER of I-85 and US 29
GRANTVILLE, GA, TAXID - 609 0002 003
6. Provide exact information to locate the property for which you propose a change:
Tax District GRANTVILLE 04, Tax Map Number 609 0002 003
Parcel Number _____, Area of subject property: 27.634 (Acres)
7. Current zoning district of the property: (Check One)
 - Rural Development (RD)
 - Single Family Residential (R20)
 - Multi-family Residential (R-6)
 - Neighborhood Unit Plan (NUP)
 - Parks & Recreation (PR)
 - Commercial Residential (CR)
 - Office & Institutional (OI)
 - General Commercial (GC)
 - Light Industrial (LM)
 - General Industrial (GI)
8. Do you own all of the subject property proposed for this special use permit?
 Yes No (If no, then each property owner must sign an individual application.)
9. Is the property subject to the Historic Preservation Overlay District?
 Yes No
10. List the present use of property and any structures existing on the property.
NONE & VACANT

11. Intent of Special Use: (Detailed Description)

(Attach separate sheets as necessary. Indicate if additional pages are attached.)

RETAIL LIQUOR STORE

I certify that I own the property described in this application or I am authorized by the owner(s) to file this application on their behalf.

By: *TJA* Signature Date 5/19/2021

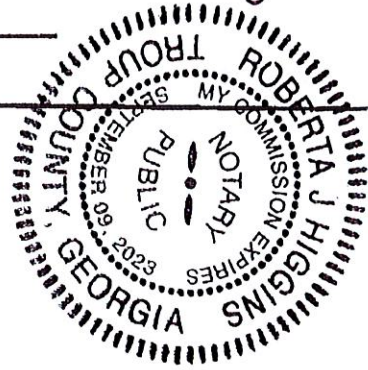
TOMMY ARNOLD - GRANTVILLE PARTNERS L.L.P.
Printed Name

FOR PLANNING & ZONING DEPARTMENT USE ONLY

File Number: SUP 2021-01

Date Completed Application received: 5/26/2021

R Higgins 5/29/2021



CITY OF GRANTVILLE
P O BOX 160
GRANTVILLE, GA 30220

Transaction #: 79667
Date: May 20, 2021
Time: 10:50 AM
Customer #: 5320
Customer Name: MISCELLANEOUS ACCOUNT

Check Number:.....1028
Check Date:.....05/20/2021
Reference Number:....PARCEL G09 0002 003
Description: LIQUOR STORE SPECIAL USE
APPL
Total:.....\$250.00
Check Amount:.....\$250.00
Change:.....\$0.00

Thank you for doing business with
CITY OF GRANTVILLE



CITY OF GRANTVILLE
P O BOX 160
GRANTVILLE, GA 30220
fax

***UTILITY BILLS ARE DUE BY THE 15TH OF THE MONTH. AFTER THE 15TH, THERE WILL BE A 25.00 LATE FEE APPLIED TO YOUR ACCOUNT.**

****ALL ACCOUNTS NOT PAID IN FULL BY 5:00 P.M. ON THE 24TH DAY OF THE MONTH WILL BE ASSESSED A \$25.00 RE-CONNECTION FEE AND WILL BE SUBJECT TO DISCONNECTION.**

**Grantville Partners LLLP
6185 Crooked Creek Road
Norcross, GA 30092
404-933-6100**

05/19/2021

Mr. Al Grieshaber
City Manager
City of Grantville
123 Lagrange Street
Grantville, GA 30220

Sub: Request for Special Use Permit for Liquor Store & Truck Stop

Dear Mr. Grieshaber:

Virginia I. Singh has a contract with Grantville Partners LLLP to Purchase the 27.634 acres at the Southeast corner of I-85 and Highway 29 in Grantville, GA. The Buyer would like to develop high quality multiple retail pads along with a liquor store and a possible Truck Stop in the future. To that end, we are requesting that the City approve the Special Use Permit's as needed for a Liquor store and Truck Stop. No rezoning is required. Tax ID: G09 0002 003

I have attached a survey of the property. Please feel free to give me a call if you have any questions or comments.

Sincerely,

Thank You



Tommy Arnold
Grantville Partners LLLP
Cell: 404-933-6100

**Virginia I. Singh
329 Linman Drive
Lagrange, GA 30241
470-295-6333**

05/19/2021

Mr. Al Grieshaber
City Manager
City of Grantville
123 Lagrange Street
Grantville, GA 30220

Sub: Request for Special Use Permit for Liquor Store & Truck Stop

Dear Mr. Grieshaber:

Thanks for taking the time to meet my Husband-Manny Singh last week. We are very excited about working with the City. This letter is in accordance with that discussion.


We have a contract with Grantville Partners LLLP to purchase the 27.634 acres at the Southeast corner of I-85 and Highway 29 in Grantville, GA.

The Property is currently zoned General Commercial and does allow for a variety of commercial uses. We would like to develop high quality, multiple retail pads along with a Liquor Store and a possible Truck Stop in the future. This would require Special Use Permits. No rezoning is required for this purpose. To that end, we are requesting that the City consider approving the Special Use Permits. We are attaching a survey of the property and also a rough concept plan.

Please feel free to give me or Manny a call @ 678-230-6563, if you have any questions.

Thank You

Sincerely,



Virginia I. Singh
Cell: 470-295-6333

Manny Singh
329 Linman Drive
Lagrange, GA 30241
678-230-6563

05/19/2021

Mayor & Council
City of Grantville
123 Lagrange Street
Grantville, GA 30220

Sub: Request for Special Use Permit for Liquor Store & Truck Stop

Dear Mayor Jewell & Council Members:

I hope this letter finds you all well. We have a contract with Grantville Partners LLLP to purchase the 27.634 acres at the Southeast corner of I-85 and Highway 29 in Grantville, GA.

The Property is currently zoned General Commercial and does allow for a variety of commercial uses. We would like to develop high quality, multiple retail pads along with a Liquor Store and a possible Truck Stop in the future. This would require Special Use Permits. No rezoning is required for this purpose. We believe that this property is well positioned for this development.

The subject property is 27 plus acres and is split by the Lowery Road. We currently intend to develop only the 19 acres that are to the East of Lowery Road. The proposed development will greatly benefit the City by providing a new and diverse business option. The economic impact of this development will be exponential with more jobs with high pay and good tax revenue for the City. Coweta county has no Liquor stores and a larger establishment with easy access to the Interstate and the surrounding neighborhoods would make it very successful. In the future we would like to add a decent size Gas Station or a small Truck Stop. However, we have some challenges to overcome, to accomplish this.


We have to get a complete Topo Survey to completely understand the impact of the Creek running thru the South side of the property. Also, the lack of a decent High Speed Internet provider in the area is an issue, but we are in discussion with some providers and hope to overcome this issue. There is a significant amount of site work needed to get a decent size pad to build the proposed development. We are willing to spend reasonable money to overcome these issues, if we get the necessary approvals from the City and the Council.

The design, landscaping, lighting, signage and scale will add value to the community. The Atlanta airport is in close proximity and Truck parking is a major issue on the Interstates. We should be able to provide these necessary services in the future. The Property has remained undeveloped for a number of years. The proposed development does not pose a risk to the public health, safety, morals or general welfare of the local community. We will work with the City and our engineers in designing a High end development which will include a combination of brick, stone and other quality products. There is no gain to the City or the public by refusing these Special Use Permits and letting the property continue to remain vacant and undeveloped. By supporting this commercial development, the City would be able to further its desire to develop the I-85/Highway 29 corridor. To that end, we are respectfully requesting that the City consider approving the Special Use Permits. We are attaching a survey of the property and also a rough concept plan.

Please feel free to give me a call if you have any questions.

Thank You

Sincerely,

A handwritten signature in black ink, appearing to read 'Manny Singh', with a stylized flourish at the end.

Manny Singh
Cell: 678-230-6563

CITY OF GRANTVILLE
APPLICATION FOR SPECIAL EVENT PERMIT

(Please Print or Type All Information)

Revised 1/08/2006

Return completed application and other required forms and information to: City of Grantville, P.O. Box 160, 123 LaGrange Street, Grantville, Georgia 30220. For assistance or information please call 770/583-2419.
REFER TO THE SPECIAL EVENTS ORDINANCE FOR SPECIFIC REGULATIONS

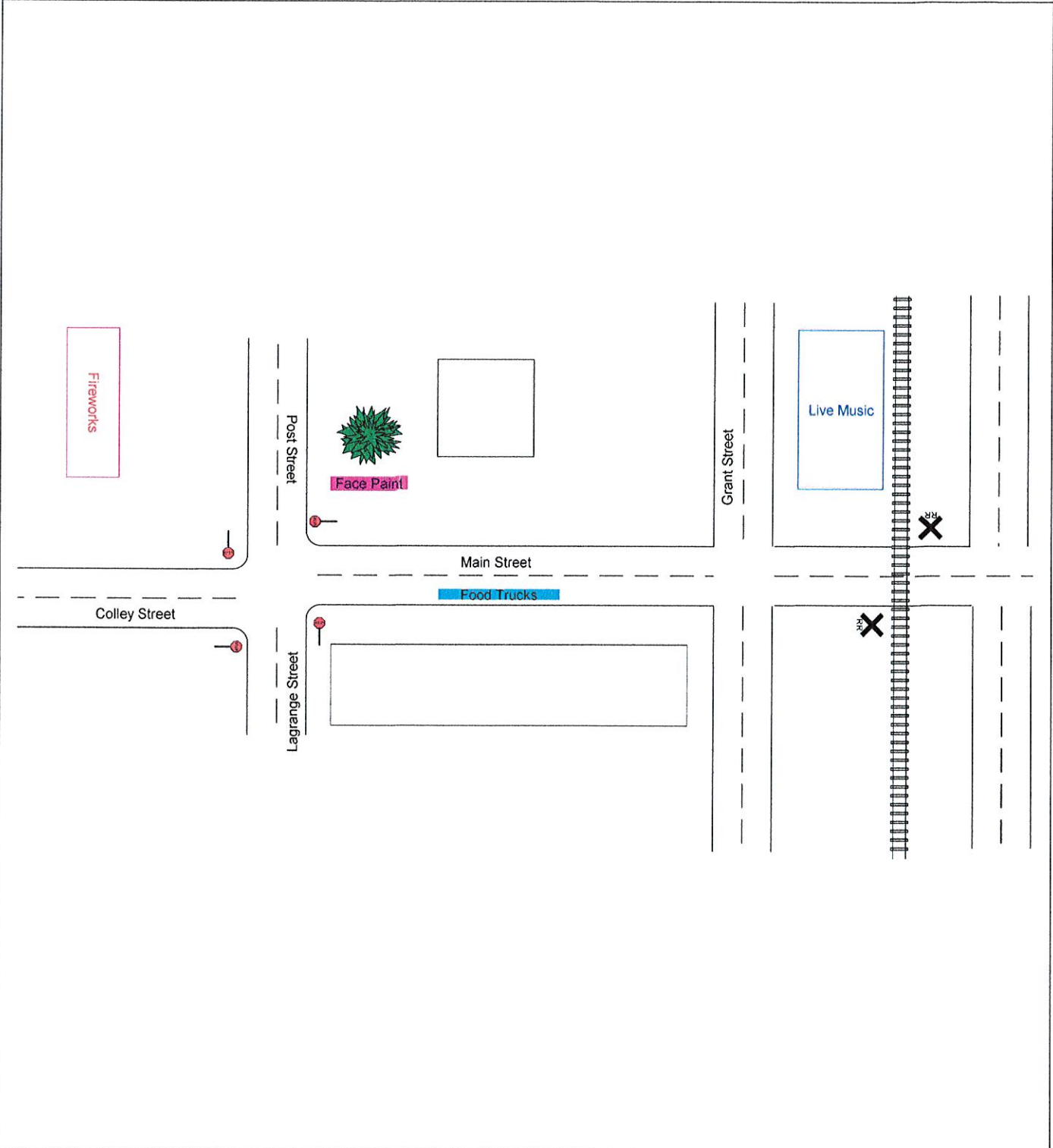
Name of Event: Grantville Fireworks Festival		
Type and Purpose of Event (Check all that apply):		
<input checked="" type="checkbox"/> Festival	<input type="checkbox"/> Rally/Demonstration	<input type="checkbox"/> Race/Walkathon
<input type="checkbox"/> Concert/Street Dance	<input type="checkbox"/> Sale/Auction	<input type="checkbox"/> Fireworks
<input type="checkbox"/> Parade/March	<input type="checkbox"/> Sidewalk Exhibit	<input type="checkbox"/> Other (specify)
Purpose/Description of Event (attach additional sheets if needed):		
Festival includes fireworks, bounce houses, slides, live music, food vendors		
Name of Director/Sponsor ("Producer"):		
Grantville Police Department		
Complete Address:		
123 Lagrange street, Grantville, Ga 30220		
Telephone: (Work): 770-583-2266		(Home):
* * Attach additional sheet(s) listing Contact information for ALL individuals and/or organizations sponsoring the event. . . include name, complete address, & phone numbers)		
Date(s) and Time(s) of Event (including time for set up prior to, and clean up following, the event) :		
July 3 rd 2021 3 pm until 11 pm		
Location(s) of Event (be specific): Main street and Grant street closed. Colley Park and depot.		
Peak Crowd Estimate: 2000		

* * Attach executed "Waiver and Indemnity Agreement"

* * Attach Map(s) and Plans showing the following:

1. A site plan showing the layout of the event area, showing the event production area in detail, and specifying the boundaries of the overall event assembly area, including portable toilets to be provided, and show the number of such toilets at each location.
2. Any street closings requested, which streets, who will guard the closed streets, dates and times of closing.
3. Two copies of a drawing with dimensions showing the proposed location of temporary activities, traffic patterns and curb cuts and compliance with Special Events Ordinance.
4. Any temporary outdoor structures proposed to be erected, describing them in detail.
5. Any signs or banners proposed to be erected, giving details.
6. Whether a parade is planned, the time, location and anticipated number of participants. (See "Grantville Parade Ordinance")
7. Any entertainment planned, giving details as to nature, time & place of such entertainment.

Case Number:	Date:
Location:	
Description:	





City of Grantville Application for Commissions & Boards

Please note: This application is considered to be public records

I am interested in being considered for appointment to the following commissions and boards:

- Historic Preservation Commission
- Planning Commission
- Downtown Development Authority

RECEIVED 5/4/2021
[Signature]

Name of Applicant: Richard E. Marsh JR.

Home Address: 84 Mariwether st.

City: GRANTVILLE State: GA Zip Code: 30220

Home Phone: (478) 726-8589 Email: marsh.jr.re@gmail.com

Number of Years as Grantville Resident? .6 Nominated by: Jennifer Baker

Occupation: Retired/Disabled Business/Company Name: N/A

Work Address: N/A City: _____ Zip Code: _____

Work Phone: N/A Fax Number: _____

Preferred Mailing Address Home Work

Do you currently serve on any Grantville Commissions/Boards? Yes No

If so, which one(s)? _____

Degrees earned and schools attended: Louis & Clark Community College

Professional experience (include professional memberships and previous employment):
Associated in Biology

Community Activities (include civic clubs, volunteer activities, service organizations, etc):

Volunteer at Local Shelter

Comments/special qualifications: _____

Why do you want to serve on this commission/board? I want to be a part of the city helping make it a better place



Applicant Signature

5/4/21

Date

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary greatly, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Rural Digital Opportunity Fund Phase I Results

Data as of 12/07/20



THE CITY OF GRANTVILLE, GEORGIA

ORDINANCE NO. 2021-02 BEFORE THE CITY COUNCIL

AN ORDINANCE TO RESTATE AND AMEND SECTION 11-21 SCOPE OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE

Section 11-21 Scope – State Minimum Standard Codes

- (a) Unless otherwise provided for by subsequent ordinance or another provision of this Code of Ordinances, the city hereby adopts and incorporates by reference, as fully as if set forth verbatim, the latest editions of the state minimum standard codes enumerated in O.C.G.A. §8-2-20(9)(B), as adopted and amended by the Department of Community Affairs.
 - (1) International Building code (ICC)
 - (2) International Residential Code for One and Two-Family Dwellings (ICC)
 - (3) National Electrical Code (NFPA)
 - (4) International Fuel Gas Code (ICC)
 - (5) International Mechanical Code (ICC)
 - (6) International Plumbing Code (ICC)
 - (7) International Energy Code Conservation Code (ICC)
 - (8) International Fire Code (ICC)
 - (9) International Swimming Pool and Spa Code (ICC)
- (b) Additionally, pursuant to O.C.G.A. §8-2-25, the city adopts and incorporates by reference, as fully as if set forth verbatim, the latest editions of the following codes:
 - a. International Property Maintenance Code (ICC)
 - b. Standard Housing Code (SBCCI)
 - c. Standard Swimming Pool Code (SBCCI)
- (c) If any of the publications listed in subsection (a) of this section are adopted as a state minimum code pursuant to O.C.G.A. §8-2-20 et seq., then the edition adopted by the state shall control. If any of the publications listed in subsection (a) of this section are less stringent than the state minimum codes promulgated pursuant to O.C.G.A. §8-2-20 et seq., then the state minimum code shall control.
- (d) The codes referenced in subsection (b) of this section shall mean the current edition of such codes as approved by the Georgia Department

of Community Affairs and shall include any amendments promulgated by the Georgia Department of Community Affairs.

- (e) The codes referenced in subsection (a) and (b) of the section shall be enforced by the City Manager, his designated representatives (Building Official and Code Enforcement Officer) or designee(s) thereof in accordance with the procedures hereinafter set forth.
- (f) A copy of each of the publications/ codes listed in subsection (a) and (b) are filed in the City Clerk's office and available for review by the public. The publications/ codes in subsections (a) and (b) are approved, adopted and incorporated by reference as fully as if set forth verbatim, and from the date on which this ordinance shall take effects the provisions thereof shall be controlling within the City.

Any and all ordinances or parts of ordinances in conflict are repealed.

First Reading: April 26, 2021

SO ORDAINED in lawful open session, this 24th day of May, 2021.

Doug Jewell
Mayor

Attest:

Roberta Higgins
City Clerk

THE CITY OF GRANTVILLE, GEORGIA

**ORDINANCE NO. 2021-03
BEFORE THE CITY COUNCIL**

**AN ORDINANCE TO RESTATE AND AMEND
CHAPTER 8 ANIMALS OF THE
CODE OF ORDINANCES OF THE CITY OF GRANTVILLE**

Chapter 8 ANIMALS of the Code of Ordinances is restated and amended as chronicled in Exhibit A attached hereto and incorporated herein as if set forth verbatim.

Any and all ordinances or parts of ordinances in conflict are repealed.

First Reading: June 28, 2021

SO ORDAINED in lawful open session, this 26th day of July, 2021.

Doug Jewell
Mayor

Attest:

Roberta Higgins
City Clerk

Chapter 8 - ANIMALS

ARTICLE I. - IN GENERAL

DIVISION 1. - GENERALLY

Sec. 8-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate shelter means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four (4) sides, a constructed floor, and a roof with a door opening. It should also be clean, dry and compatible with current weather conditions, in addition to the age, size, species and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying must be provided to maintain comfortable temperatures within the structure during the months of November through March. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and window openings during the months of November through March. From April through November, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two (2) inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Animal means every nonhuman species of animal, both domestic and wild.

Animal at large means any animal not under the restraint of a person capable of controlling the animal and/or off the premises of the owner.

Animal shelter means any facility operated by a humane society, or municipal agency or its authorized agents, for the purpose of impounding animals under the authority of this article or state law for care, confinement, return to owner, adoption, relinquishment to rescue, or euthanasia.

Commercial animal establishment means any pet shop, grooming shop, guard dog auction, riding school or stable, zoological park, circus, performing animal exhibition, or boarding or breeding kennel.

Grooming shop means a commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Guard dog means any dog that will detect and warn its handler that an intruder is present in/or near an area that is being secured.

Humane officer and animal control officer mean any person designated by Coweta County, the City of Grantville, a humane society, or a law enforcement officer who is qualified to perform such duties under the laws of this state.

Kennel and cattery mean any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Owner means any person, partnership, or corporation owning, keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

Pet and companion animal mean any animal kept for pleasure rather than utility; an animal of a species that has been bred and raised to live in or about the habitation of humans and is dependent on people for food and shelter.

Pet shop means any person, partnership, or corporation, whether operated separately or in connection with another business enterprise, except for a licensed kennel, that buys, sells, or boards any species of animal.

Public nuisance means any animal or animals that unreasonably annoy humans, endanger the life or health of other animals or persons, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall mean and include, but is not limited to, any animal that:

- (1) Is repeatedly found at large;
- (2) Damages the property of anyone other than its owner; molests or intimidates pedestrians or passersby;
- (3) Chases vehicles;
- (4) Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (5) Causes fouling of the air by odor and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (6) Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
- (7) Is offensive or dangerous to the public health, safety, or welfare by virtue of the number and/or types of animals maintained;
- (8) Attacks other domestic animals.

Restraint means any animal secured by a leash or lead under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries to animals.

Wild animal means any living member of the animal kingdom, including those born or raised in captivity, except the following: human beings, domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, any hybrid animal that is part wild, and captive-bred species of common cage birds.

Sec. 8-2. - Position of Animal Control Officer created.

The position of Animal Control Officer is created by the city council for the enforcement of ordinances and laws relating to the control of animals in the city. The Animal Control Officer is charged with the duty of impounding all dogs running at large in violation of the provision of this chapter. He/She shall have power to issue citations for violations of this chapter, and no persons shall interfere with, hinder, molest, or abuse the Animal Control Officer in the exercise of such powers.

Sec. 8-3. - Unlawful release of impounded animals.

It is unlawful for any person to tamper, interfere with or to release dogs from cages, traps or any other confinement mechanism that may be placed in the city for the capture of stray dogs set by the Animal Control Officer.

Sec. 8-4. - Violations—Penalties.

Any violation of this [chapter] may be enforced by a citation returnable to the municipal court or by any other legal means as set forth in this Code.

Sec. 8-5. - Cruelty to animals.

- a) For the purposes of this code section, "animal" shall not include any fish nor shall such term include any pests that might be exterminated or removed from a business, residence or other structure.
- b) It shall be unlawful for any person to:
 1. Cause physical pain, suffering or death to an animal by an unjustifiable act or omission;

2. After having intentionally exercised custody, control, possession of ownership of an animal, to fail to provide such animal adequate food, water, shelter/shade, sanitation conditions or ventilation that is consistent with what a reasonable person of ordinary knowledge would believe is the normal requirement and feeding habit for such animal's size, species, breed, age and physical condition;
3. After having intentionally exercised custody, control, possession of ownership of an animal to fail to maintain adequate shelter and general protection from extreme natural elements of hot, cold and wet weather conditions; or
4. Maliciously administer poison to an animal or expose an animal to any poisonous substance, with the intent that the substance be taken or swallowed by the animal, or administered intravenously.

Sec. 8-6. - Dangerous or vicious animals running at large generally; permit for exhibition or parade.

It shall be unlawful to permit any dangerous animal or vicious animal of any kind to run at large within the city. Exhibitions or parades of animals which are *ferae naturae* in the eyes of the law may be conducted only upon securing a permit from the Animal Control Officer.

Sec. 8-7. - Livestock and poultry running at large; picketing livestock in streets.

It is unlawful to permit any cattle, horse, swine, sheep, goats, or poultry to run at large within the city. Any such animal running at large in any public place in the city shall be impounded in the manner provided in this chapter. It is further unlawful to picket or tie any such animal in any of the streets of the city for the purpose of grazing or feeding.

Sec. 8-8. - Nuisance.

(a) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner as to constitute a public nuisance or a nuisance to neighbors. By way of example and not of limitation, the following acts or actions of an owner, harbinger or possessor of an animal are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Having an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property, or public property;

- (2) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers or vegetables, or repeatedly defecating upon the property of another;
- (3) Maintaining animals in an environment of unsanitary conditions or lack of cleanliness which results in offensive odor or is dangerous to the public health, welfare or safety, or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease;
- (4) Maintaining property that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property;
- (5) Allowing or permitting an animal to bark, whine or howl in an excessive, continuous or untimely fashion so as to interfere with the reasonable use and enjoyment of neighboring premises;
- (6) Maintaining an animal that is diseased and dangerous to the public health;
- (7) Maintaining an animal that habitually or repeatedly chases, snaps at, threatens, attacks or barks at pedestrians, joggers, dogs walked on a leash by owners, bicycles, or vehicles; or
- (8) Failing to confine a female dog, while in season, in a building or secure enclosure in such a manner that she cannot come into contact with another dog or creates a nuisance by attracting other animals; provided this section shall not be construed to prohibit the intentional breeding of animals within an enclosed, concealed area on the premises of the owner of an animal which is being bred.

(b) In addition to any other enforcement remedies available under this chapter, if the animal control officer shall declare an animal a nuisance under this section then the animal control officer has the authority to order the owner to confine the animal in accordance with the animal control officer's instructions. It shall be unlawful for the owner to fail to comply with such an order or with the instructions in the order.

Sec. 8-9. - Killing dangerous animals.

The members of the police department or any other person in the city are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property.

Sec. 8-10. - Diseased animals.

- (a) No domestic animal afflicted with a contagious or infectious disease shall be allowed to run at large or to be exposed in any public place whereby the health of man or beast may be affected; nor shall such diseased animal be shipped or removed from the premises of the owner thereof, except under the supervision of the Animal Control Officer.
- (b) It is made the duty of the Animal Control Officer to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection, except in cases where the state veterinarian is empowered to act.

Sec. 8-11. - Maintenance of places where animals are kept; keeping of swine and goats, horses, cattle or chickens near residences.

It shall be unlawful for any person to keep horses, ponies, mules, asses, donkeys, cows, sheep, goats, dogs, rabbits, guinea pigs, hamsters, chickens, turkeys, geese, ducks, pigeons or other fowl or animals except under the following conditions:

- (1) Distances of animal enclosures from buildings. Any housing or enclosure used for the keeping of such animals or fowl shall be kept at the following minimum distances from any occupied building, except the dwelling unit of the owner, unless the permission of the owner/occupant of the adjacent building and, where necessary, the appropriate health officer is given for a lesser distance. So long as the minimum distance between other occupied buildings are not violated, such minimum distances shall not apply to an occupied unit of the owner of such animals or fowl. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one animal for the period of ten consecutive weeks following birth or until the offspring are weaned, whichever is lesser:

Distance in Feet animal must be kept from other dwellings.

- a. Horse, pony, mule, donkey, cow, sheep, swine, goat, or other similar animal:
 - 1. One animal150 ft
 - 2. Two animals or more300 ft
- b. Dogs and cats:
 - 1. Two or less20 ft.
 - 2. Three or more50 ft.

c. Rabbits, guinea pigs, hamsters and similar animals:

1. Four or less50 ft.
2. Five or more 100 ft.

d. Fowl:

1. Four or less20 ft.
2. Five or more 100 ft.

(2) Each such animal or fowl shall be provided with the following average minimum ground area in the enclosing in which it is kept. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one animal for the period of ten consecutive weeks following birth or until the offspring are weaned, whichever is lesser.

Acre/Area

- a. Horse, pony, mule, donkey, cow, swine, or other similar animal
1 for first 2 acres 1 for each acre thereafter
- b. Sheep or goat 2 per acre

Square Feet

- c. Dog and cat 100 sq ft. per animal. Limit dependent upon the ability to provide adequate care for said animals.
- d. Rabbits, guinea pigs, hamsters, etc 10 sq ft. With limit of 10 per acre.
- e. Chickens, turkeys, geese, ducks or similar animals 5 sq ft. With limit of 5 fowl per acre.

(3) Drainage, cleanliness. Any housing or enclosure used for such animals shall be well drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary.

(4) Exceptions. Nothing contained in this section shall apply to a duly licensed veterinary hospital, pet shop, pet grooming facility or similar commercial establishment where in compliance with local zoning regulations.

Sec. 8-12. – Restraining of Dogs- tethering prohibited

- (a) An owner of a dog, whether vaccinated or unvaccinated, residing within the city limit boundaries of the city shall confine such dog within an adequate fence or enclosure or electronic device or within a house, garage or other building, by cable trolley system, or on a leash affixed to the dog's collar and held by a competent person and adequate to prevent the dog from running at large. It shall further be the duty of any owner or keeper of any dog regardless of the size of the owner's lot or property, to keep such dog under such control as to:
 - (1) Prevent such dog from becoming a danger to persons or property at any location, or trespassing upon another person's property without that person's permission; and
 - (2) Prevent such dog from running at large upon the streets, roads, sidewalks, alleys, parks, or other public places.
- (b) It shall be unlawful for any owner or keeper of any dog to fail to keep the dog under restraint or control as provided for in this section.
- (c) Specifically, a dog is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the dog from leaving the real property limits of its owner, keeper, or custodian, and ensure that:
 - (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition; and that such enclosure is securely locked at any time the animal is left unattended; or
 - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place; or;
 - (3) It is on a leash and under the control of a competent person; or it is off leash and obedient to and under voice command of a competent person who is in the immediate proximity of the dog any time it is not restrained as provided for in subsection (1) or (2) above while on the owner's property.
 - (4) It is attached with a cable trolley system, that allows movement of the animal, and unless the length of the cable along which the restraining device can move

is at least ten feet, and the restraining device is of such length that the animal is able to move ten feet away from the cable perpendicularly. No animal may be attached to such a cable trolley system for more than four hours or from 10:00 p.m. until 6:00 a.m. The owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

- (d) It shall be unlawful to allow a dog or any other animal to enter any commercial establishment where food for human consumption is located or sold unless such dog or any other animal is trained and licensed as a service animal.

ARTICLE II. - DOGS

Sec. 8-13. - Running at large.

- (a) Any person owning or having custody of a dog within the limits of the city shall confine such animal to the premises of some other responsible person on authorization by the owner and/or lessor of such other premises. Dogs shall not be permitted to run at large on any street, sidewalk, alley or any other place in the city.
- (b) Any dog running at large as set out in subsection (a) of this section shall be impounded by the animal control officer or other authority of the city.
- (c) The owner of any dog impounded pursuant to this article may redeem the same by paying all the costs, charges, and penalties assessed, if any, that have accrued up to the time of making the redemption, and when the same are paid to the city, the animal control officer shall release the dog from the shelter and relinquish him to the owner thereof. Any dogs not redeemed within a period of three days by the owner shall be eligible for adoption, relinquishment to rescue, or euthanasia.

Sec. 8-14. - Rabies inoculation and proof for dogs—Required.

- (a) It is unlawful to keep or harbor any dog over the age of six months in the city unless such dog has been inoculated against rabies by a licensed veterinarian within the preceding year.
- (b) It shall be the duty of the owner or person in custody of any dog kept in the city to have the dog inoculated against rabies at least once each year.
- (c) It is unlawful for the owner or custodian of any dog to fail or refuse to attach a rabies inoculation tag to such animal in a manner such as to be easily seen.
- (d) It is unlawful for any veterinarian to fail or refuse to issue to the owner or custodian of any dog inoculated the rabies inoculation tag immediately after the dog is inoculated.

- (e) It is unlawful for any person to tag a dog as evidence of inoculation when the same in fact has not been inoculated.

Sec. 8-15. - Quarantine of dogs that have bitten a person.

Whenever any dog bites a person, the owner of the dog shall immediately notify the animal control officer, who shall order the dog held at the owner's premises or shall have it impounded for a period of ten(10) days. The dog shall be examined immediately after it has bitten anyone and again at the end of the ten(10) day period. If at the end of ten(10) days the animal control officer is convinced that the dog is then free from rabies, the dog shall be released from quarantine or from the pound as the case may be. If the dog dies in the meanwhile, its head shall be sent to the state department of health for examination of rabies.

ARTICLE III. - DANGEROUS DOGS^[2]

State Law reference— Dangerous Dogs Control Law, O.C.G.A. § 4-8-20 et seq.

Sec. 8-16. - Purpose.

This article is enacted pursuant to the authority contained in O.C.G.A. § 4-8-20 et seq., and any ambiguities or conflicts in this article shall be interpreted in light of those provisions of state law.

Sec. 8-17. - Definitions.

The definitions set forth in O.C.G.A. § 4-8-21, Dangerous Dog Control—Definitions, shall be effective as definitions of the words, terms and phrases used in this article. All words, terms and phrases used herein, other than those specifically defined elsewhere in this article, shall have the respective meanings ascribed to them in O.C.G.A. § 4-8-21, and shall have the same scope and effect that the same words, terms and phrases have where used in O.C.G.A. § 4-8-21.

Sec. 8-18. - Exceptions.

A dog that inflicts an injury on a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the dog

or had in the past been observed or reported to have tormented, abused or assaulted the dog; or was committing or attempting to commit a crime.

Sec. 8-19. - Animal control officer.

- (a) The City Manager shall appoint an animal control officer who shall have the following duties:
- (1) To make such investigations and inquiries as may be necessary to identify dangerous dogs and dangerous dog owners within the city;
 - (2) To classify or reclassify dogs as dangerous dogs or as potentially dangerous dogs;
 - (3) To follow all post-classification procedures as set out in this article and to present evidence at any hearings held pursuant to this article;
 - (4) To issue certificates of registration to owners of dangerous and potentially dangerous dogs;
 - (5) To assure that dangerous dogs and potentially dangerous dogs are properly enclosed in accordance with the terms of this article;
 - (6) To confiscate and in certain cases in accordance with this article destroy certain dangerous and potentially dangerous dogs;
 - (7) To prosecute violations of this article as provided by law.

Sec. 8-20. - Investigation and classification.

Upon receiving a report of a dangerous dog or potentially dangerous dog within an animal control officer's jurisdiction from a law enforcement agency, animal control agency, rabies control officer or county board of health, the animal control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article.

Sec. 8-21. - Classification; notice and hearing.

- (a) As applied to the owners of potentially dangerous dogs, the procedures provided for in this section must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners. As applied to the owners of dangerous dogs, the procedures provided for in this section shall not be an essential element of any crime provided for in this article.
- (b) When a dangerous dog or a potentially dangerous dog is classified as such, the animal control officer shall notify the dog's owner of such classification.
- (c) The notice to the owner shall meet the following requirements:

- (1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address.
 - (2) The notice shall include a summary of the animal control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog.
 - (3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the animal control officer's determination that the dog is a dangerous dog or potentially dangerous dog.
 - (4) The notice shall state that the hearing, if requested, shall be before the municipal court judge.
 - (5) The notice shall state that if a hearing is not requested, the animal control officer's determination that the dog is a dangerous dog or a potentially dangerous dog will become effective for all purposes under this article on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing.
 - (6) The notice shall include a form to request a hearing before the municipal court judge and shall provide specific instructions on mailing or delivering such request to the agency.
- (d) When the municipal court receives a request for a hearing, as provided in subsection (c) of this section, it shall schedule such hearing within 30 days after receiving the request. The court shall notify the dog owner in writing by certified mail of the date, time, and the place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and, in addition thereto, the governing authority or board shall receive such other evidence and hear such other testimony as the judge may find reasonably necessary to make a determination either to sustain, modify or overrule the animal control officer's classification of the dog.
- (e) Within ten days after the date of the hearing, the court shall notify the dog owner in writing by certified mail or statutory overnight delivery of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

Sec. 8-22. - Registration, insurance, notice and enforcement.

The animal control officer shall issue a certificate of registration to the owners of dangerous and potentially dangerous dogs when the owner shows the animal control officer sufficient evidence of the following:

- (1) For a potentially dangerous dog:

- a. A proper enclosure sufficient to confine the dog;
 - b. The posting on the premises where the dog is located with a clearly visible sign warning that there is a potentially dangerous dog located on the premises and containing a symbol reasonably calculated to inform children of the presence of the potentially dangerous dog;
 - c. An insurance policy in the amount of at least \$15,000.00 issued by a surety company authorized to do business in the state, payable to any person injured by the dangerous dog.
- (2) There shall be an annual fee for the certificate of registration. The amount of the annual fee shall be as established by the city council, from time to time. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, the animal control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous dog or potentially dangerous dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this article.

Sec. 8-23. - Restrictions on taking out of enclosures.

- (a) It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.
- (b) It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial leash and is under the restraint of a responsible and capable person.

Sec. 8-24. - Notification of death, escape, sale or donation.

The owner of a dangerous or potentially dangerous dog shall notify the animal control officer if the owner is moving from the animal control officer's jurisdiction. The owner of a dangerous dog or potentially dangerous dog who is a new resident of the state shall register the dog as required in this section within 30 days after becoming a resident. The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the state shall register the dangerous dog or potentially dangerous dog in the new jurisdiction within ten(10) days after becoming a resident.

Sec. 8-25. - Confiscation; grounds; disposition.

- (a) A dangerous dog shall be immediately confiscated by the animal control officer or by a law enforcement officer or by another person authorized by the animal control officer if the:
 - (1) Owner does not secure the liability insurance or bond required by section 8-22
 - (2) Dog is not validly registered as required by section 8-22;
 - (3) Dog is not maintained in a proper enclosure; or
 - (4) Dog is outside a proper enclosure in violation of section 8-23.
- (b) A potentially dangerous dog shall be confiscated in the same manner as a dangerous dog if the dog is:
 - (1) Not validly registered as a required by section 8-22;
 - (2) Not maintained in a proper enclosure; or
 - (3) Outside a proper enclosure in violation of section 8-23.
- (c) Any dog that has been confiscated under the provisions of subsection (a) or (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation costs. If the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner.

Sec. 8-26. - Miscellaneous provisions.

- (a) The animal control officer's authority to investigate shall include the power to enter onto public and private property for the purpose of periodic inspection.
- (b) The animal control officer shall maintain a copy of all state and local laws applicable to dangerous dogs and potentially dangerous dogs which records shall be available for inspection by the public during regular business hours. The animal control officer shall not be authorized to interpret these laws nor to give advice to owners.
- (c) This article is adopted pursuant to O.C.G.A. § 4-8-20 et seq. to implement the duties for which the city is responsible under state law. This article shall not be construed to impose any additional duties or liability on the city or on its officers and employees or to waive any immunity which is currently provided by law.
- (d) This article shall be null, void and without effect upon repeal of O.C.G.A. § 4-8-20 et seq. by the state legislature.

Sec. 8-27. - Contracting services.

The City Council, pursuant to the authority granted by O.C.G.A. § 4-8-22, shall be able to contract or enter into agreements with the county, and/or other local

governments for joint animal control services or for the provision of animal control services required by O.C.G.A. § 4-8-20 et seq., or this article and for the separate or joint use of personnel, facilities, boards and equipment used in the provision and enforcement of such services.

AQUA DYNAMICS, INC.
8917 Martini Dr.
Jonesboro, GA 30236
(404) 992-5156
aquadynamics@comcast.net

PROPOSAL

March 18, 2021

Al Grieshaber Jr.
City Manager
City of Grantville
123 LaGrange Street
Grantville, GA 30220

Project: Pavilions at Post Street Park and Griffin Street Park, Granville, GA

We are pleased to provide you with this proposal for the turnkey construction for three pavilions two at Post Street Park and one at Griffin Street Park.

Materials and Labor for the following scopes of work:

Construction of three 20' x 20' open gable Pavilions:

- 20' x 20' reinforced concrete slab with footings
- Six - CMU block columns 16"x16" – Painted Color - TBD
- Five rough sawn Douglas Fir wood trusses with PT 2"x 4" purlins
- 29 ga corrugated metal roof – Color – TBD
- Clean-up and grassing of disturbed areas

Total Price

\$ 98,500.00

Exclusions: Any and All Permit Fees
Stamped Drawings

NOTE: All soil from site work is to be distributed on site

We Appreciate the Opportunity to Bid Your Work!



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **56399**

Sales Rep: Adam Schmansky
 adam@blissproducts.com
 C: (248) 882-0567

City of Grantville

Date 5/14/2021

Project (3) Open Gable Pavilions

Bill To
 City of Grantville
 123 Lagrange Street
 Grantville, Georgia 30220

Ship To
 City of Grantville
 City of Grantville
 123 Lagrange Street
 Grantville, Georgia 30220

Contact
 Al Grieshaber
 City Manager
 Phone: (770) 583-2289 x2007

Approximate Ship Date

Ship Via

Terms
 25% Down- Balance Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
CFS	LB 2020	Low Pitch Beam Shelter 20'x20' w/ 8' Eave	3	\$12,189.50	\$36,568.50
CFS	Engineering	Sealed Engineer Drawings	1	\$885.00	\$885.00
INS		Installation and Erection of Shelter	3	\$11,795.00	\$35,385.00
Note:		To add a factory stain or clear coat to the wood, ADD \$3,945.00 per shelter.	3	\$3,945.00	\$11,835.00
Note:		To add a 20' x 20' concrete pad under the shelter, ADD \$4,500 per shelter.	3	\$4,500.00	\$13,500.00
Note:		Permitting is not included in this quote. For Bliss to pull the permits, ADD \$1,850.			

Sub Total \$72,838.50
Freight 2,660.00
Tax 0.00

Taxable Subtotal \$75,498.50

Financing as low as **\$1,751.57** / month may be available pending credit approval.

Grand Total \$75,498.50

total bid: \$99,948.50 without Sealed Engineer Drawings

Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite. A water source within 100' of the job site may be required.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.



The City of Senovia offers a **Leak Adjustment Water Protection Program**. Details of the Protection Program are below along with coverage amounts charged per meter:

- Eligible residential and irrigation customers are enrolled in the first tier of residential and irrigation Protection coverage, which is \$1,000 coverage (per year) for \$2.00/month. Additionally, you may request to enroll in the second tier, which is \$2,000 in residential and irrigation coverage (per year) for \$4.00/month.
- Eligible Commercial, Industrial and school customers are enrolled in the first tier of Protection coverage, which is \$5,000 coverage (per year) for \$10.00/month. Additionally, customers may request to enroll in the second tier, which is \$10,000 of coverage (per year) for \$20.00/month.

With City of Senovia **Protection Program**, should you have a leak you are **responsible for paying your base charge and your average bill over the last 3 months.** The Protection can only be used towards one leak in a 12-month period. For water charges in excess of coverage, we will apply an adjustment following application of Protection.

We will apply a Protection charge of \$2.00/month for \$1,000 leak adjustment Protection for residential and irrigation and \$10.00/month for \$5,000 leak adjustment Protection service. If you wish to apply for the higher tiers of coverage, please call (770) 599-3679.

Should you decide to not participate in our **Protection Program**, please let us know that you wish to “opt out” by emailing us at aedens@senovia.com or completing the waiver contained within this document and returning to City Hall within thirty days of enrollment. We will remove the charge on future bills; however please note that you will be responsible for paying all balances due after we provide any adjustment subject to our updated Policy and at our sole discretion.

*No credit will be given in any twelve (12) month period above the Protection coverage amount for any leak occurrence; nor to anyone who has opted out of coverage. The “Protection Program” as implemented by the City of Senovia, shall mean a program by which eligible customers will be protected from inordinate charges in the event of a leak as defined in the Leak Adjustment. No protection is afforded to any eligible customer who fails to repair a defective waterline leak after ten (10) days of notification or detection of said leak. The City of Senovia may deny leak protection coverage partially, or in its entirety, at its sole discretion.



Leak Adjustment Policy

The City of Senovia is committed to water conservation and encourages customers to do their part to reduce lost water by repairing leaks in a timely manner. In addition, there are significant costs in producing clean water and delivering it on a continuous basis to your home or business. The City of Senovia is responsible for providing water to its customers at each meter location, customers are responsible for maintaining their water system, and any irrigation system connected to their side of the meter. The customer (account holder) is responsible for any water lost due to leaks or breakage of their lines. The City of Senovia may grant a leak adjustment, at its sole discretion, subject to the following qualifications:

- Following notification by the City of Senovia or detection by the customer, leaks must be repaired within ten (10) calendar days or any adjustment, granted at the City of Senovia's sole discretion, will be forfeited.
- The leak causing the high consumption must be repaired and city technicians must confirm the repair.
- A request for a leak adjustment must be submitted to the City of Senovia within thirty (30) days of the notification by the City of Senovia or the detection by the customer of the leak.
- No leak adjustment will be given for any reason other than a leak. As an example, events that do not qualify for an adjustment any longer include but are not limited to; filling a pool, leaving a hose or faucet on or overuse of irrigation systems does not constitute a "leak" under terms of this policy.
- Customers must make a written request for a leak credit by fully completing the "Leak Adjustment Request" form (located at www.Senovia.com – Forms/Applications – Leak Adjustment Form). **Proof that the leak has been repaired must be provided in the form of a receipt for supplies purchased (if repaired by the customer) or a bill from a licensed plumber.** No leak credit will be issued without the submission of all appropriate documentation.
- A prior leak adjustment must not have exceeded the allowable amount during the past twelve (12) months. The twelve (12) months starts over on the date the City of Senovia verifies the leak is repaired and the allowable yearly amount has been exhausted.

- Customer's account at the City of Senoia must be paid in full and in good standing.
- Customer must pay **at least** the average monthly payment over the last three (3) months while the leak adjustment is considered by the City of Senoia.
- Adjustments will be applied towards a maximum of two (2) consecutive bills that were affected by the leak, which **must** include the date of repair.
- Where there are less than three (3) months of a billing history, the adjustment will be calculated from a base monthly average of 5,000 gallons.

Abuse of this policy is strictly prohibited. Any customer abusing this policy will have their leak adjustment reduced and/or denied. The City Manager retains the final discretion on all leak adjustments.



Notice to Opt Out of Coverage:

Customer Name: _____

Account Number: _____

Service Address: _____

Contact Number: _____

By my signature below, I hereby "opt out" refusing the Leak Adjustment Protection Program and request the monthly charge removed from my monthly bill. I understand that I am responsible for paying all balances due after the City of Senoia provides any adjustment subject to the updated Leak Adjustment Policy and its sole discretion.

Signature: _____

Date: _____



Leak Adjustment Form

Name: _____

Service Address: _____

Account Number: _____ Phone Number: _____

Service: Water Irrigation

Date Leak Detected _____

Date Leak Repaired _____

*Self-Repair Licensed Plumber

*By checking self-repair, you are certifying you do not have an invoice or receipt from a licensed plumber.

Please provide a brief explanation of the leak and associated repairs below:

By signing below, you certify that you are the responsible party for the account at the above service address. You further certify that you are requesting a leak adjustment from the City of Senolia and acknowledge that the "Leak Detected On" and the "Leak Repaired On" dates are accurate the best of your knowledge. Furthermore, by submitting this application you understand that a leak adjustment will be issued without the submission of all appropriate documentation and that the City of Senolia will provide an adjustment at its sole discretion.

Signature

Date

NLC Service Line Warranty Program Overview

What We Do

The NLC Service Line Warranty Program by HomeServe offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local-area, licensed and insured contractors.



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the municipality, they often find that they are faced with a costly repair and that the municipality can't help them. Over the past three years, HomeServe has performed over 1.3 million repairs, saving our customers over \$454 million!



Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year

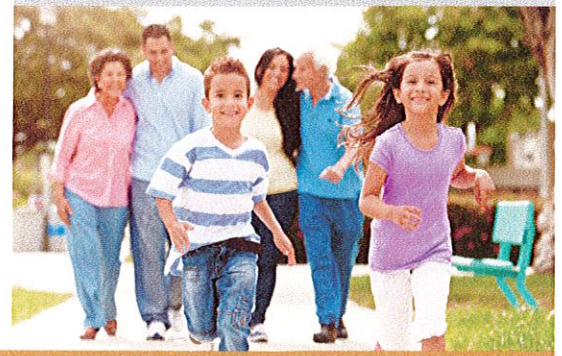


Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over 750

partners across
North America!

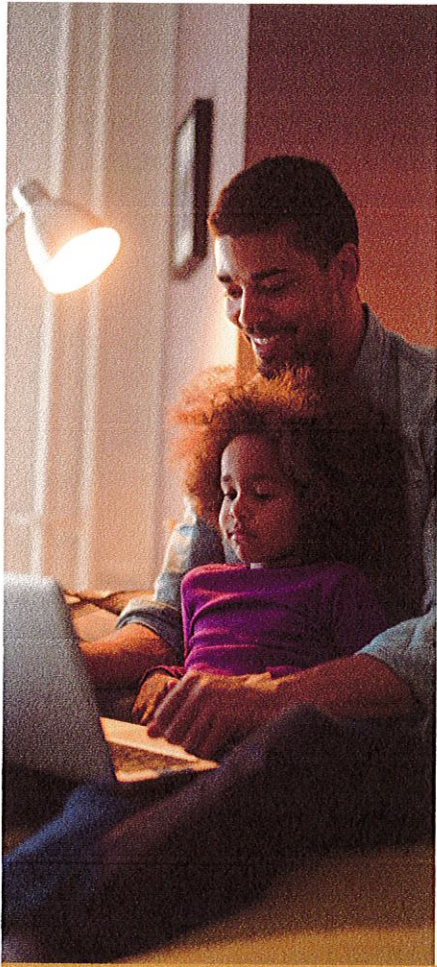


For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

**NLC Service Line
Warranty Program**
by HomeServe

Benefits to the Municipality



Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the municipality/utility and customer dissatisfaction with the municipality for not offering a solution
- The program is offered at no cost to the city
- Use of municipality/utility logo promotes trust



Customer Satisfaction

- 4.8* out of 5 star customer satisfaction rating
- BBB Accredited with A+ rating



Funding for Key Initiatives

Many partners participate in a share of the revenue, often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

* Average repair service rating from customers surveyed via text message and email post service from January 2019 - June 2019.

I was glad I had the warranty because it saved me from paying for a costly sewer line repair.

Cynthia T.
Kansas City, MO

I am thankful this service was offered to homeowners. It made a bad situation completely trouble free. Thanks for everything.

J. Talbert
Albemarle, NC

For more information call:
1-866-974-4801 or visit
www.NLC.org/serviceline



**NLC Service Line
Warranty Program**
by HomeServe

NLC
NATIONAL
LEAGUE
OF CITIES

CITIES STRONG TOGETHER

Service Line Warranty Program Overview

NLC Service Line
Warranty Program by  HomeServe

NLC Service Line Warranty Program, by HomeServe



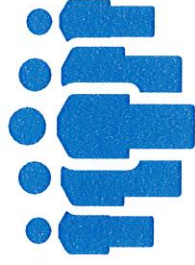
EXPERIENCE

Offering services for over 17 years



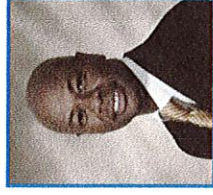
REPUTATION

4.8 out of 5 stars customer satisfaction



PARTNERSHIP

Endorsed by National League of Cities



Clarence Anthony
Executive Director
National League of Cities

"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."



Our partnerships in Georgia

HomeServe has over 1,000 partners in the U.S.

- In Georgia we have around 20 municipal and water utility partners.
- Georgia residents have over 27,000 water-related protection plans.
- Over the last three years Georgia residents have saved more than \$5.4 million in water-related repair costs.



Infrastructure challenges – a national problem

The EPA estimates that cities will spend heavily on infrastructure over the next 20 years.

- \$77 billion for repair or replacement of public water distribution systems
- \$10 billion for wastewater collection system upgrades
- \$22 billion for new sewer construction
- \$45 billion to control combined sewer overflows
- \$7 billion to control municipal storm water

Challenges for homeowners

Lateral lines are subjected to the same elements as public lines

- ground shifting, fluctuating temperatures, tree root penetration, corrosion and more

Out of sight, out of mind

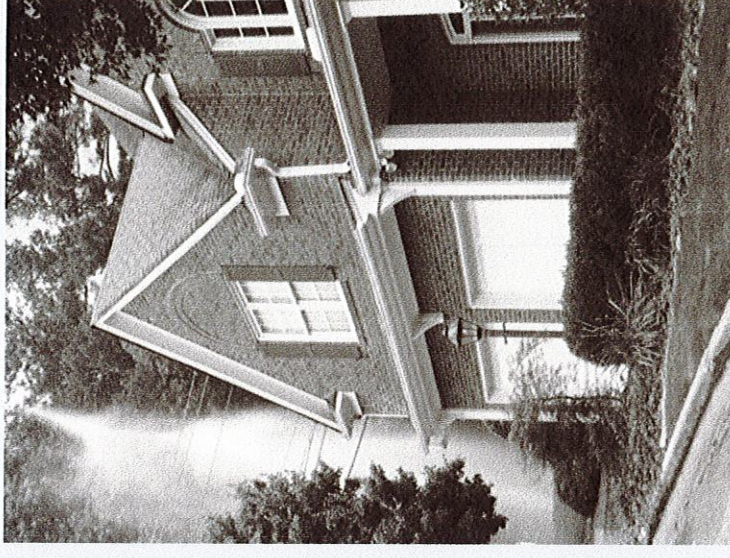
- water and sewer lines located outside, usually underground

Failed lines waste thousands of gallons of water

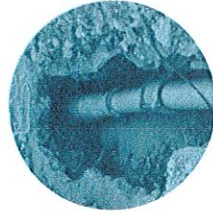
- and present an environmental hazard

Common homeowner misconceptions

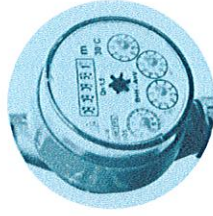
- the City is responsible for maintenance of the water/sewer lines on their property
- repairs are covered by their homeowner's policy



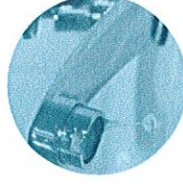
Our service and what it covers



SEWER LATERAL
COVERAGE



WATER LINE
COVERAGE



IN-HOME PLUMBING
COVERAGE

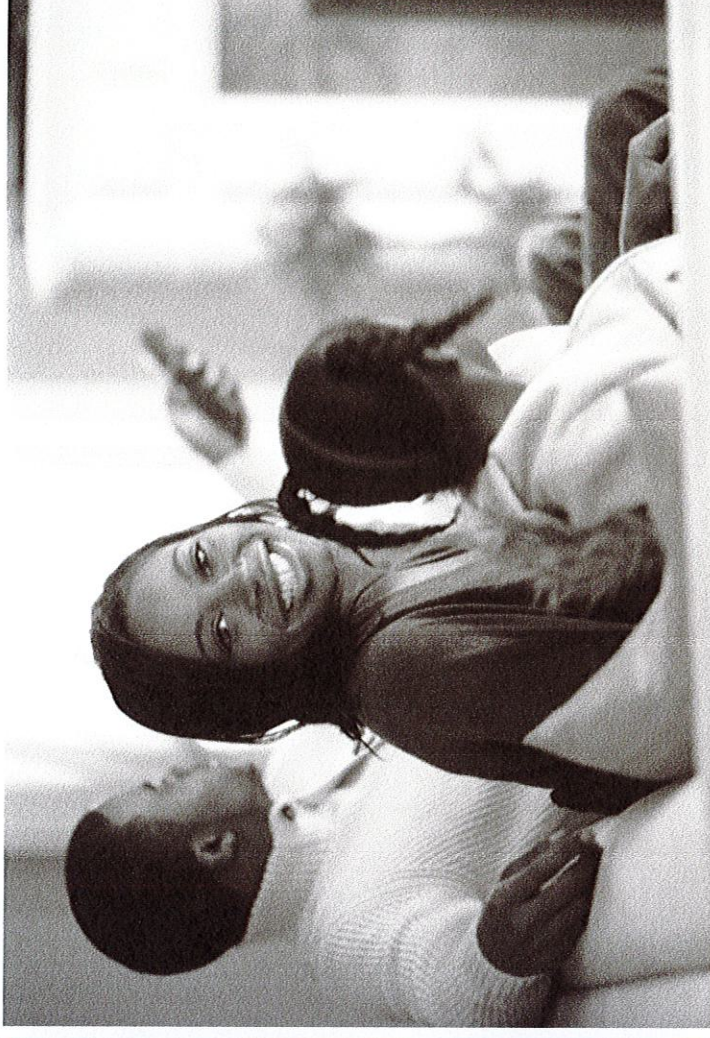
- Educates the homeowner on what their responsibility is
- Exterior water & sewer – up to \$8,500 coverage per incident for repair/replacement of leaking, clogged or broken lines from the point of utility connection to the home exterior
- In-home plumbing - up to \$3,000 coverage per incident on all water, sewer, and drain lines inside the home after the point of entry
- No annual or lifetime limits, deductibles, service fees, forms or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local area contractors
- Affordable rates and multiple payment methods

Marketing Approach

- No Utility funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner
- Consumers can enroll one of three ways
 - Calling into our toll free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time

Solution for water utilities and residents

- Offers optional low-cost protection against potentially expensive water and sewer line repairs
- Educates residents about their responsibility for these lines
- Turnkey program – provides marketing, billing, claims, customer service
- No cost to cities to participate



Why should you offer this program?

BECAUSE an unforeseen repair expense could be hard on a budget.



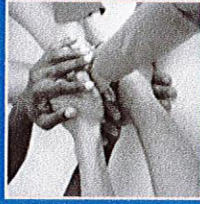
BECAUSE homeowners believe service line repairs are the City's responsibility.



BECAUSE without a referral, your citizens may use inferior contractors.



BECAUSE the City can further help its residents by generating funds for important programs.



BECAUSE your homeowners deserve the very best customer experience.





For more information contact...

Jenna Hazelet
Director of Regional Accounts
423-326-7634
Jenna.Hazelet@homeserveusa.com

**SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 20th day of October, 2012, by and between the City of Grantville, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste [and recyclable materials] of its residents and businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste [and recyclables] collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste [and recyclable materials] from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Coweta and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period beginning September 1st 2012 and ending December 31st 2012, (the "Initial Term"). The Initial Term will be automatically extended for subsequent one year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste [and recyclable materials] in the [Town/County] of Grantville, Coweta County, from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) [Residential Curbside Bulk/Yard Waste Collection – Subject to Section 3 below, service will be provided once per week.

c) [Residential Curbside Recycling Collection - All residential units who would like to participate in the curbside recycling program will be provided, according to their preference, with an 18 Gallon bin or 65 Gallon cart to be serviced on a EOW basis. Bins and Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service.]

3. Types of Waste; Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.
- b) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in the CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- c) Yard Waste may be leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial landscaping development and maintenance other than mining, agricultural, and silvicultural operations. All items must be contained in paper bags, or bundled with twine, either of which should not exceed 50lbs. or a length greater than 4 ft.
- d) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.
- e) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- f) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*, and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

g) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 1117 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this

Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services. During May of each year or shortly thereafter, CONTRACTOR will perform a physical route audit to support the CUSTOMER's efforts to maintain an accurate count.

8. Adjustments:

a) The Service Fee will be increased annually every [May 1st] beginning on [May 1, 2013] to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days

to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$1,000,000/\$500,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$1,000,000 each occurrence \$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

If to CUSTOMER, to:

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

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

[Signature page follows.]

IN WITNESS WHEREOF, the City of Grantville and Waste Industries , LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Grantville

By: Jim Sells

Name: Jim Sells

Title: Mayor

Waste Industries , LLC

By: Frank Lorick

Name: FRANK LORICK

Title: Area VP.

[For NC contracts]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City Finance Officer

Exhibit A

Residential Curbside Trash Collection - The charge for once per week residential curbside trash and recycling collection and monthly bulk collection to CUSTOMER from CONTRACTOR shall be \$10.92 per month per cart. CONTRACTOR will provide one 95 (ninety-five) gallon cart for MSW and one 18 gallon bin or 65 gallon cart for recycling to each address using the Services. All fees associated with the delivery and removal of carts is included in the monthly fee. CUSTOMER may request additional carts for residents. Additional carts will be billed by the number of carts requested multiplied by the monthly rate.