



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 2/7/2013
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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F. Bid Award/Purchases

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7. Emergency Repair of Fire Engine #3 (Page 54-61)

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G. Engineering Services

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H. Contracts/Agreements

1. Cogsdale Annual Software Maintenance (Page 79-80)

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3. Citizen Survey Services (Page 85)

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4. Energy Efficiency Conservation Block Grant Contract Closeout (Page 86-89)

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5. Property Transfer and Construction Loan to Habitat (Page 90-100)

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I. Easements

1. Property Swap for Leake Mounds-Etowah RiverWalk Trail (Page 101-120)

[Attachments](#)



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
January 17, 2013

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

City Council Meeting
10 N. Public Square
January 17, 2013
7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Stepp

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

II. Regular Agenda

A. Council Meeting Minutes

1. January 3, 2013

A motion to approve the January 3, 2013 City Council Meeting minutes as presented was made by Council Member Hodge and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

B. Contracts/Agreements

1. Subordination Agreement – 73 Mercer Lane

Richard Osborne, City Planner stated that this item is needed to allow Tami Berry to refinance a single family home located at 73 Mercer Lane for which there is a \$10,000 Deed to Secure Debt and Promissory Note issued in 2010 to the City of Cartersville. This agreement allows the property owner to maintain the primary and secondary/subordinate agreement with a new mortgage loan to serve as the primary debt, and the City will remain in the same security position as before. Mr. Osborne recommended approval.

A motion to approve the subordination agreement for 73 Mercer Lane was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

C. Resolutions

1. Authorizing Resolution for approval of Cartersville Building Authority Revenue Bonds

Dan Porta, Assistant City Manager stated that this resolution will allow the city to issue \$7.1 million in revenue bonds through the Cartersville Building Authority to refinance a Water and Sewer Department GEFA loan that was issued in 1997 and also to finance the \$1.025 million for the Dellinger Park pool renovations. The existing GEFA loan is at a 3% interest rate and by refinancing this loan, we anticipate saving \$192,000 in interest. Mr. Porta stated as with any debt issue the timing of the debt issuance is important in obtaining the lowest rate and the paperwork that documents this type of transaction is still being prepared and will be reviewed by staff and the City Attorney. Mr. Porta recommended approval.

A motion to approve the Authorizing Resolution No. 05-13 for the Cartersville Building Authority Revenue Bonds was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

(Resolution No. 05-13 is on file in the City Clerk's Office at City Hall)

D. Bid Award/Purchases

1. Transformer Purchase

David Myers, Electric Superintendent stated that bids were solicited for a 300kVA 120/208V padmount transformer for the new BoJangles on East Main Street. The unit is to replace the stock unit used and Mr. Myers recommended approval of the bid from IRBY for \$8,241.00 with the lowest TOC (Total Ownership Cost) of \$17,863.50.

A motion to approve the purchase from IRBY was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

2. Railroad Ditch Maintenance

Bobby Elliott, Public Works Director stated that during a recent inspection on the CSX Railroad Ditch from West Avenue to the Etowah River they found several trees that have been sloughed off into the ditch and several large pockets of rock and debris that need to be removed. Mr. Elliott stated that Johnny's Grading and Hauling, Inc did all of the previous work at the insistence of CSX. Along with the obstructions within the CSX right of way the city has committed to repair a huge washout area just below the Old Mill Road crossing on this same ditch. Mr. Elliott recommended approval of Johnny's Grading to perform this emergency type work with a not to exceed cost of \$40,000.00.

A motion to approve the Railroad Ditch Maintenance by Johnny's Grading in an amount not to exceed \$40,000 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

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

D. Added Item

1. Workers Compensation Insurance Claim Settlement

Dan Porta, Assistant City Manager stated that a workers compensation lawsuit from a previous employee had reached a settlement in the amount of \$37,500.00 and recommended approval.

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

E. Monthly Financial Statement

1. November 2012

Mr. Tom Rhinehart, Finance Director, presented the November 2012 monthly financial statement with comparisons from the previous year of November 2011, by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through November 2012.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Downtown Development Authority

SubCategory:	Appointments
Department Name:	DDA
Department Summary Recommendation:	Lynn Quick's term on the Downtown Development Authority expires on Feb. 18, 2013. After many years of dedicated service to the DDA, Lynn has decided not to pursue reappointment. The DDA board formerly recommends Andrew Bowen of Cohutta Fishing Co. as her replacement. You will find his application attached. If appointed, Mr. Bowen's term would expire February 18, 2017.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information			
Name	<u>Bowen</u> (last)	<u>Andrew</u> (first)	<u>N</u> (middle initial)
Address	<u>39 South Public Sq.</u> (street)		
Email Address	<u>abowen @ Colletta Fishing Co. Com</u>		
Home Phone			Cell Phone <u>(770) 722-1818</u>
City Resident	Yes ☒ No ☐	Ward <u>1</u> <u>2</u> <u>3</u> <u>4</u> <u>5</u> (if applicable)	

Related Experience: Civic/Business/Other
<u>Downtown Merchant</u>

Personal References (list at least 3)	
<u>John Lewis</u>	<u>Bob Smith</u>
<u>Keri Hodge</u>	

Position Information	
Board/Commission applying for:	<u>Board of Directors</u>
Reason Interested in position (please explain in space provided)	
<u>Interested in Keeping Downtown Vital & Thriving</u>	
Applicant Signature	Date <u>1/24/13</u>

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Ethics Committee

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is to renew the terms of Herschel Wisebram and Stan Tilley on the Ethics committee. Both have been on this committee for some time and have agreed, according to the City Attorney Keith Lovell, to continue to serve in this capacity even though it has never been necessary for them to take any action. According to the ordinance, one member of this three member committee is appointed by the Mayor, one by the City Council and the third by the two above named members subject to the approval of the majority of the City Council. One member of the Ethics committee shall be a member in good standing of the State Bar of Georgia. All members shall be residents of the City of Cartersville and shall serve a two year term. If approved these appointments would extend the terms of Mr. Wisebram and Mr. Tilley to February 7, 2015.
City Manager's Remarks:	Your approval of these appointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Certified City of Ethics Renewal

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	Georgia Municipal Association notified Mayor Santini through the City Manager's Office that the City of Cartersville is scheduled to recertify in January 2013 as a Georgia Certified City of Ethics. To remain certified, the city must submit to GMA for review and approval a copy of any changes to the city's ethics ordinance since initial certification and a current resolution signed by a majority of the governing body re-adopting the five ethics principles. The recertification process including review of the submitted materials by GMA must be completed no later than twelve months after the city's scheduled recertification date. If the process is not completed by that date, the city's certification as a GMA certified City of Ethics will be withdrawn. The original ordinance was passed in December of 1999 and has not been amended since that passage. You will find attached the required resolution and ordinance for your review and approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Resolution provided by GMA
Associated Information:	

RESOLUTION

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Cartersville, wishes to be recertified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the recertification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Cartersville, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * Serve Others, Not Ourselves
- * Use Resources With Efficiency and Economy
- * Treat All People Fairly
- * Use The Power of Our Position For The Well Being Of Our Constituents
- * Create An Environment Of Honesty, Openness And Integrity

RESOLVED this 7 day of February, 2013.

Matthew J. Santini, Mayor

Jayce Steep, Councilmember Ward 2

Dianne Tate, Mayor Pro Tem, Ward 4

Louis Tonsmeire, Sr., Councilmember Ward 3

Kari Hodge, Councilmember Ward 1

Lindsey McDaniel, Councilmember Ward 4

Lori Pruitt, Councilmember Ward 6

ATTEST: Connie Kelling, City Clerk

Note: A copy of the approved resolution and ordinance by cities who desire to participate in the GMA "Certified City of Ethics" program should be submitted to GMA, Attention: Legal Department, 201 Pryor Street, SW, Atlanta, Georgia 30303

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 57-99

NOW BE IT ORDAINED by the Mayor and City Council of the City of Cartersville that the provisions of the following ordinance entitled Code of Ethics for City Council members be made a part of the Code of Ordinances, City of Cartersville Georgia and included in CHAPTER 2. ADMINISTRATION, ARTICLE II. CITY COUNCIL in a new division entitled Division 3. Code of Ethics and to include Sections 2 - 50 - 2 - 60 therein.

The new ordinance is as follows:

"ORDINANCE OF THE CITY OF CARTERSVILLE

Code of Ethics for City Council Members

A. General Provisions

Section 2-50. Definitions.

- (a) **Employee shall be any person who is a full-time or part-time employee of the City of Cartersville.**
- (b) **City Council Member shall be any person who is an elected city official, including the Mayor of the City of Cartersville.**
- (c) **Government or City shall be construed to mean the City of Cartersville, Georgia government.**

Section 2-51. Acceptance of gifts.

City Council Members shall not solicit or accept directly or indirectly anything of value from any person, corporation, or group which:

- 1. Has, or is seeking to obtain contractual or other business or financial relationships with the City of Cartersville.**
- 2. In exchange for the thing of value seeks to have interests which may be affected by the performance or nonperformance of the official duty of the Council Member.**
- 3. The section shall not apply to campaign contributions which shall be reported in accordance with Georgia Laws.**

Section 2-52 Intent.

(a) It is the intent of this section that City Council Members avoid any action whether or not specifically prohibited herein which might result in, or create the appearance of the following:

- 1. Using public office for private gain;**
- 2. Impeding government efficiency or economy; or**
- 3. Affecting adversely the confidence of the public in the integrity of the government.**

(b) It is further the goal of the Mayor and City Council to conduct its affairs according to the following ethical principals:

- 1. To serve others, not ourselves;**
- 2. To use resources with efficiency and economy;**
- 3. To treat all people fairly;**
- 4. To use the power of our position for the well being of our constituents;**
and
- 5. To create an environment of honesty, openness and integrity.**

Section 2-53. Guidelines.

(a) Financial interests of members
City Council Members may not:

- 1. Have direct or indirect financial interests that conflict substantially with their responsibilities and duties as government servants; or**
- 2. Engage in, directly or indirectly, financial transactions as a result of, or primarily relying upon, information obtained from their office. Aside from these restrictions, City Council Members are free to engage in lawful financial transactions to the same extent as private citizens.**

(b) Use of public property.

A City Council Member shall not use government property of any kind for other than officially approved activities, nor shall he or she direct employees to use such property for these purposes.

(c) Use of confidential information.

A City Council Member shall not directly or indirectly, make use of, or permit others to make use of, for the purpose of furthering a private interest, official information not made available to the general public.

(d) Coercion by Council Members.

A City Council Member shall not use his position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or persons within his immediate family, or those with whom a Council Member has business or financial ties.

(e) Voting in matters of personal interest.

A Council Member shall not vote on an ordinance or amendment in a city council meeting that would directly affect his or her private business.

(f) Unauthorized purchases.

A City Council Member shall not order any goods and services for the City of Cartersville without prior official authorization for such an expenditure.

(g) Meetings of the Council.

Meetings of the Council shall be conducted in accordance with the Official Code of Georgia Annotated, Title 50, Chapter 14, as amended, and Title 36, Chapter 80, Section 1. As amended, as it applies to municipalities, and all applicable ordinances of the City of Cartersville.

(h) City Attorneys used for private business.

A City Council Member shall not use the attorney or attorneys who are under retainer by the City of Cartersville for personal or private business without paying just compensation.

(i) Unauthorized use of public employees.

A City Council Member shall not use his superior position to request or require an employee to:

- 1. Do clerical work on behalf of his family, business, social, church or fraternal interests;**
- 2. Purchase goods and services to be used for personal, business, or political purposes; and**
- 3. Work for him personally without offering just compensation.**

(j) Travel expenses.

A City Council Member shall not draw per diem or expense monies from the City of Cartersville to attend a seminar, convention, or conference and then fail to attend the seminar, convention, or

conference without refunding the pro-rata unused per diem or expense monies to the City.

Section 2-54. Penalties.

The code of ethics to be observed by City Council Members are set forth above and any violation thereof shall subject the offender to disciplinary action which may include censure and either public or private reprimand. Power to administer a greater punishment shall include power to administer the lesser.

B. Administration.

Section 2-55. Ethics committee.

The Ethics Committee shall consist of three (3) persons, one appointed by the Mayor, one appointed by the Council, and the third appointed by the two above named subject to approval of a majority of the City Council. The third member of the Ethics Committee shall be a member in good standing of the State Bar of Georgia. All members shall be residents of the City of Cartersville and shall serve a two (2) year term.

Section 2-56. Receipt of complaints.

- (a) All complaints against City Council Members shall be filed with the ethics Committee. The Ethics Committee may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the Cartersville City Council;
- (b) Upon receipt of a complaint in proper form, the Ethics Committee shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the Cartersville City Council. The Ethics committee shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint;
- (c) Upon completion of its investigation of a complaint, the Ethics Committee shall be empowered to dismiss those complaints which fail to state facts sufficient to invoke the disciplinary jurisdiction of the Cartersville City Council; provided, however, that a rejection of such complaint by the Ethics Committee shall not deprive the complaining party of any action he might otherwise have at law or in equity against the respondent government servant;
- (d) The Ethics Committee shall be empowered to conduct probable cause investigations, to take evidence and hold hearings where provided for in the rules; and
- (e) The Ethics Committee shall be empowered to adopt forms for formal complaints, subpoenas, notices, applications for reinstatement and any other written instruments necessary or desirable under these rules.

Section 2-57. Additional regulations.

This Chapter shall be cumulative to any other ordinance, resolution or act now existing.

Section 2-58. Right to Appeal.

Any final decision by the City Council pursuant to this code of ethics for City Council Members shall be reviewable by the Superior Court of Bartow County. The review by the superior court shall be limited to any inquiry of whether there was any evidence before the City Council which supported the decision of the Council. Provided, however, no action of the City Council refusing or failing to take action pursuant to this code of ethics shall be reviewable by the superior court.

Section 2-59. Conflict of interest.

No elected official, appointed officer, or employee of the city or agency or political entity to which this charter applies shall knowingly engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair his independence or judgment or action in the performance of this official duties.

Section 2-60. Reserved."

It is the intention of the Mayor and City Council 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

ADOPTED this the 2nd day of December 1999. First Reading

ADOPTED this the 16th day of December 1999. Second Reading

/s/ Sam C. Smith

Sam C. Smith

Mayor

ATTEST:

/s/ Sandra E. Cline

Sandra E. Cline

City Clerk



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Amendment to Alcohol Amendment to Alcohol Ordinance Regarding Standardizing Identification Requirement Language

SubCategory:	First Reading of Ordinances
Department Name:	Planning and Development
Department Summary Recommendation:	In August 2012 council approved an amendment to the Alcohol Ordinance that pertains to identification needed for a background check, however, the section pertaining to the contact person was overlooked. This ordinance is a housekeeping measure to make identification requirements the same throughout the ordinance.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	N/A
Legal:	This ordinance was prepared by Keith Lovell.
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 4. ALCOHOLIC BEVERAGES. ARTICLE II. LICENSING REQUIREMENTS. DIVISION 2. APPLICATION AND ISSUANCE Sec. 4-51 is hereby amended by deleting paragraph (11)(a) in its entirety and replacing it with the following:

1.

(a) The following identification items shall be presented to the Cartersville Police Department prior to an application or renewal being filed for all licenses issued pursuant to this Chapter.

- 1) A picture identification being either a Naturalization documents, valid passport, valid driver's license or valid state identification card; and
- 2) Social security number or work visa.

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 this the 7th day of February 2013.
ADOPTED this the day of. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Amendment to Traffic Ordinance Regarding Puckett Street

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	The Housing Authority has requested that the City create a no parking zone on both sides of Puckett Street between Tennessee Street and Stonewall Street. They have added parking in other locations and this is part of the upgrade to their housing. Public Works recommends approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 12. MOTOR VEHICLES AND TRAFFIC ARTICLE IX. TRAFFIC SCEDULES CODE SECTION 12-1005. PARKING PROHIBITED is hereby amended by inserting the following to Section 12-1005 under the subparagraph for *Parking is prohibited in the following locations*:

1.

“Puckett Street, both sides of street between Tennessee Street and Stonewall Street”

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 that section 12-1005 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATT SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Amendment to Streets and Sidewalks Ordinance Regarding Sign Retroreflectivity Method and Procedure

SubCategory:	First Reading of Ordinances
Department Name:	Public Works
Department Summary Recommendation:	This ordinance revision will establish a MUTCD Method and Procedure for evaluation of street signs for retroreflectivity. The FHWA has passed a rule that requires all responsible agencies to adopt a method and procedure for a sign maintenance program that can regularly address new sign minimum retroreflectivity requirements and begin implementation before January 2014. The acceptable methods are: • Visual Nighttime Inspection (recommended for smaller agencies) – signs inspected annually at night and replaced as needed. • Measured Sign Retroreflectivity – requires expensive equipment and annual calibration • Expected Sign Life – requires tracking when each individual sign is replaced and scheduling replacement within degradation time expectancy. • Blanket Replacement – all signs replaced at specified intervals. • Control Signs – Use sample control signs to determine end of retroreflective life for associated signs. • Other Methods based on approved engineering study – two methods currently approved are Calibration Sign Standard Method and Comparison Panel Standards. Both require large initial investment and annual re-calibration. Public Works recommends approval of the Visual Nighttime Inspection using consistent parameter procedure. This method will consist of the following: • Inspections conducted at night • Inspectors must be 60 years or older • Inspectors must conduct inspections from a sports utility vehicle or pickup truck • Inspectors must go through training
City Manager's Remarks:	Your approval of this item is recommended. Cover Memo Item # 7

Financial/Budget Certification:
Legal:
Associated Information:

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia is hereby amended by making the following amendments to **CHAPTER 22. STREETS AND SIDEWALKS. ARTICLE IV. DESIGN STANDARDS FOR PUBLIC WORKS. DIVISION 1. Section 22-82 Reserved** is hereby amended by deleting said section its entirety and replacing it as follows.

1.

Sec. 22-82. Sign Retroreflectivity Procedure.

The 2009 Manual on Traffic Control Devices (MUTCD) – Section 2A.08 latest edition, as may be amended or republished is adopted and is to be enforced in regard to the visual Nighttime Inspection Method and the Consistent Parameters Procedure as the City's technique for maintaining sign retroreflectivity levels. The guidelines for inspection are the current page 20 and page 22 of the FHWA "Sign Retroreflectivity Guidebook" for small agencies, dated September 2009 as may be amended or republished. The Public Works Department of the City of Cartersville is responsible for carrying out this method and procedure.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Wansley Drive Box Culvert

SubCategory:	Change Order
Department Name:	Public Works Department
Department Summary Recommendation:	On October 4, 2012, the Mayor and City Council approved a low bid from Kirkpatrick & Sons construction for the Wansley Drive Culvert for the amount of \$89,933.63. Upon completion of the job, additional costs were incurred and are explained as follows: Field conditions dictated an additional \$7,088.08 of extra expense for the culvert installation; \$24,669.69 additional labor expense was incurred on an emergency basis because the Cartersville Water System could not get the water turned off in order to install the culvert. Our contractor had to cut in additional valves in order to isolate the water. The Water System furnished the valves and fittings and Kirkpatrick provided the labor. The total final amount is \$121,691.40, making the change order amount total \$31,757.77. The emergency water work pushed this contract over \$100,000.00. We recommend approval of this change order.
City Manager's Remarks:	This item is recommended for your approval.
Financial/Budget Certification:	Stormwater funds are available to cover this change order.
Legal:	
Associated Information:	Everify and SAVE documentation are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

150149
EEV/Basic Pilot Program* User Identification Number

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

1-17-13
Date

President
Title of Authorized Officer or Agent of Contractor

C. H. Kirkpatrick Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17 DAY OF Jan, 2013

Patricia Leebur
Notary Public

My Commission Expires:

1-8-17

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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

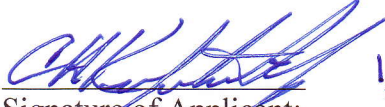
C. H. Kirkpatrick Jr.

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

[Name of business, corporation, partnership]

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

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

 1-17-13
Signature of Applicant: Date

C. H. Kirkpatrick, Jr.
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17 DAY OF Jan, 2013

* _____
Alien Registration number for non-citizens

Patricia L. Seaton
Notary Public
My Commission Expires: 1-8-17

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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Engine Replacement for 2007 Street Sweeper

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	Recently we had an engine to fail on our 2007 Street Sweeper and it had to be replaced. This is our newest model sweeper and is used daily. We chose the most complete service shop in our area to perform this emergency work. Taylor Truck & Equipment performed this work and the final replacement cost was \$15,809.75. Funding is available from the Vehicle and Maintenance budget in Stormwater. Your approval of this work is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Funding will come from our Vehicle and Maintenance budget in Stormwater.
Legal:	
Associated Information:	Everify and SAVE documentation is attached.



SHOP WORK ORDER

INVOICE

WO# 8809
DATE 01/09/2013

TRUCK & EQUIPMENT, INC.

SERVICE PERFORMED FOR

CITY OF CARTERSVILLE -SOLID WASTE DEPT
ATTN: MR. BOBBY ELLIOTT
P. O. BOX 1390
CARTERSVILLE, GA 30120

UNIT NUMBER 6456 TRACTOR ODOMETER 3585 VIN# 1GDM7F1327419043
MAKE GMC MODEL T7500 LIC#

TYPE DESC	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
ENGINE/LABOR HOURS		MECH BE	40.00	85.00	3400.00
ENGINE/LABOR HOURS		MECH BF	2.00	85.00	170.00
COMMENTS:	R&R APU-JOHN DEERE 4 CYLINDER DIESEL MOTOR. R&R LONG BLOCK. R&R				
COMMENTS:	ALL ACCESSORY'S, BOLTS, HOSE'S, CLAMPS, THERMOSTAT, ANTIFREEZE,				
COMMENTS:	BREAK IN OIL, GASKETS, RADIATOR, EXHAUST INCLUDING MUFFLER, & ALL				
COMMENTS:	FILTERS. MADE UP NEW FUEL LINE, R&R FLYWHEEL, FLYWHEEL HOUSING &				
COMMENTS:	BOLT DRIVE ASSEMBLY. RAN UP TO OPERATING TEMP & MADE NECESSARY				
COMMENTS:	ADJUSTMENTS. EVERYTHING OPERATES PROPERLY.				
	000-06UA26	3/8H X 3/8 FOR "U" C-O-C	2.0	13.23	26.46
	000-V24506	3/8 2-WIRE 100R16 V-C 50"	3.0	4.10	12.30
	000-9404200055	ROT ELC 50/50 ANTIFREEZE	6.0	13.00	78.00
	000-4C-4200	CAT YELLOW PAINT	2.0	8.13	16.26
	000-17082	ACE RSTP GRAY PRIMER	1.0	5.72	5.72
MISC PART:		MISC O-RINGS			125.00
MISC PART:		MISC BOLTS			225.00
	000-SE501078	COMP. BLOCK	1.0	*** **	8959.34
	000-SE501103	NOZZLE	4.0	98.12	392.48
	000-RE504836	OIL FILTER	1.0	19.34	19.34
	000-R502513	SEAL	1.0	12.25	12.25
	000-RE509031	FUEL FILTER	1.0	35.18	35.18
	000-RE509208	FUEL FILTER	1.0	33.74	33.74
	000-AT203469	AIR FILTER	1.0	96.10	96.10
	000-AT203470	AIR FILTER-INNER	1.0	48.57	48.57
	000-R500242	V-BELT	1.0	79.73	79.73
	000-TS35PL	MUFFLER	1.0	472.81	472.81
	000-TY26661	ENGINE BREAK IN OIL	6.0	28.55	171.30
	000-R517471	STAR GEAR	1.0	252.56	252.56
	000-R523372	HOSE	1.0	9.00	9.00
	000-R500596	HOSE	1.0	15.70	15.70
	000-R123575	O-RING	4.0	1.22	4.88
	000-R123542	GASKET	1.0	41.59	41.59
	000-R92097	GASKET	1.0	12.46	12.46

CONTINUED ON NEXT PAGE.....



SHOP WORK ORDER

INVOICE

WO# 8809
DATE 01/09/2013
PAGE#2

TRUCK & EQUIPMENT, INC.

SERVICE PERFORMED FOR

CITY OF CARTERSVILLE -SOLID WASTE DEPT
ATTN: MR. BOBBY ELLIOTT
P. O. BOX 1390
CARTERSVILLE, GA 30120

UNIT NUMBER 6456 TRACTOR ODOMETER 3585 VIN# 1GDM7F1327419043
MAKE GMC MODEL T7500 LIC#

TYPE DESC	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
	000-RE522076	THERMOSTAT	1.0	18.17	18.17
	000-R502814	GASKET	1.0	2.93	2.93
	000-R123226	SEAL	1.0	13.38	13.38
	000-FRT	FREIGHT CHARGE	1.0	45.00	45.00
	000-FRT	FREIGHT CHARGE	1.0	20.00	20.00
	000-12212012	BOIL & REPAIR RADIATOR	1.0	249.75	249.75

COMMENTS: PO# 6456

JAN 14 2013
G.P. Wks

Remit To: TAYLOR TRUCK AND EQUIPMENT INC
1708 HWY 113 SW
CARTERSVILLE, GA 30120

TOTAL LABOR 3,570.00
TOTAL PARTS 11,495.00
SHOP CHGS 744.75

TOTAL INVOICE AMOUNT Item #89 15,809.75

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Betty Ann Barber

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

Taylor Truck & Equipment, Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Betty A. Barber 1/15/13
Signature of Applicant: Date

Betty A. Barber
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

15 DAY OF January 2013

[Signature]

Notary Public

My Commission Expires:

Notary Public, Haralson County, GA
My Commission Expires July 31, 2015

* _____
Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

630151
EEV/Basic Pilot Program* User Identification Number

Taylor Truck & Equipment, Inc.
BY: Authorized Officer or Agent
(Contractor Name)

1/15/13
Date

Office Administrator
Title of Authorized Officer or Agent of Contractor

Betty A. Barber
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

15 DAY OF January, 2013

[Signature]
Notary Public

My Commission Expires:

Notary Public, Haralson County, GA

My Commission Expires July 31, 2015

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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Garbage Truck Repairs

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	Recently we had some emergency repairs performed on our flagship commercial garbage truck that exceeded the \$5000.00 threshold. Taylor Truck and Equipment installed a new steering box, replaced the king pins and bushings in the front end and repaired the radiator. The total price was \$6,489.54. We recommend approval of these repairs.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Funding for these repairs will be provided through the Vehicle Maintenance line item in the Solid Waste Operations budget.
Legal:	
Associated Information:	Everify and SAVE info attached



SHOP WORK ORDER

INVOICE

WO# 8368

DATE 12/03/2012

TRUCK & EQUIPMENT, INC.

SERVICE PERFORMED FOR

CITY OF CARTERSVILLE -SOLID WASTE DEPT

ATTN: MR. BOBBY ELLIOTT

P. O. BOX 1390

CARTERSVILLE, GA 30120

UNIT NUMBER	6232	TRACTOR	ODOMETER	83809	VIN#	1M2AV04C58M001154
MAKE	MACK		MODEL	MRU613	LIC#	

TYPE DESC	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
FRONT END		MECH JK	10.00	85.00	850.00
FRONT END		MECH GM	2.00	85.00	170.00
COMMENTS:	REPLACED L&R KING PINS, BUSHINGS, BEARINGS, & TOP & BOTTOM CAPS.				
COMMENTS:	GREASED FRONT END COMPLETELY.				
	000-530	GADUS S3 V220C GREASE	1.0	3.24	3.24
	000-20590487	KING PIN	2.0	90.52	181.04
	000-1078564	CV CSP, STEERING KNUCKLE	2.0	43.29	86.58
	000-20399428	TOP CAP	2.0	35.98	71.96
	000-3173772	TOP BEARING	2.0	86.25	172.50
	000-3173775	LOWER BUSHING	2.0	59.57	119.14
	000-1075914	NYLON INSERT	2.0	14.17	28.34
	000-3173774	SEAL LOWER	2.0	7.79	15.58
	000-1078240	RING	2.0	15.25	30.50
	000-20592783	AIR TO AIR CLAMP	2.0	26.15	52.30
	000-1675066	AIR TO AIR O-RING	2.0	3.32	6.64
LIGHTING SYSTEM/LABO		MECH JK	1.00	85.00	85.00
COMMENTS:	TURN SIGNALS & 4-WAYS NOT WORKING PROPERLY. FOUND FLASHER SHORTED				
COMMENTS:	OUT. REPLACED FLASHER.				
	000-44710	ELECTRONIC FLASHER	1.0	24.30	24.30
GENERAL ACCESSORIES/		MECH JK	1.50	85.00	127.50
COMMENTS:	RT SIDE W/S WIPER INOP. FOUND WIPER ARM & SHAFT SPLINE WORN OUT.				
COMMENTS:	REPLACED WIPER MOTOR ASSY, PIVOT, & SCREWS THAT HOLD WIPER ASSY				
COMMENTS:	ON & WIPER ARM & BLADE.				
	000-82716004	WIPER MOTOR ASSY	1.0	192.46	192.46
	000-82715999	WIPER ARM	1.0	87.51	87.51
	000-85116404	WIPER BLADE	1.0	12.11	12.11
	000-25170744	SCREW	4.0	1.00	4.00
	000-25160278	WIPER PIVOT ASSY.	1.0	62.44	62.44
COMMENTS:	PO# 6232				

Remit To: TAYLOR TRUCK AND EQUIPMENT INC
1708 HWY 113 SW
CARTERSVILLE, GA 30120

TOTAL LABOR	1,232.50
TOTAL PARTS	1,150.64
SHOP CHGS	110.66

TOTAL INVOICE AMOUNT	2,493.80
----------------------	----------

Item # 10



SHOP WORK ORDER

INVOICE

WO# 8369

DATE 11/27/2012

TRUCK & EQUIPMENT, INC.

SERVICE PERFORMED FOR

CITY OF CARTERSVILLE -SOLID WASTE DEPT

ATTN: MR. BOBBY ELLIOTT

P. O. BOX 1390

CARTERSVILLE, GA 30120

UNIT NUMBER	6232	TRACTOR	ODOMETER	83809	VIN#	1M2AV04C58M001154
MAKE	MACK		MODEL	MRU613	LIC#	

TYPE DESC	PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
COOLING SYSTEM/ LABO		MECH JK	20.00	85.00	1700.00
COOLING SYSTEM/ LABO		MECH GM	2.00	85.00	170.00
COMMENTS:	PULLED A/C DOWN. R&R A/C CONDENSOR. R&R PTO SHAFT BOLTS @ PUMP.				
COMMENTS:	THREADS WERE DAMAGED. HAD TO CUT OUT WITH TORCH. R&R AIR TO AIR				
COMMENTS:	HOSE'S. R&R PRE-CHARGE AIR COOLER. DRAINED RADIATOR & REMOVED.				
COMMENTS:	R&R FAN HUB & SHROUD TO GET RADIATOR OUT. HAD RADIATOR REPAIRED.				
COMMENTS:	RE-INSTALLED RADIATOR. RE-CHARGED A/C SYSTEM. REPLACED O-RING				
COMMENTS:	SEALS FOR PRE-CHARGE AIR COOLER & NEW CLAMPS. RE-FILLED RADIATOR				
COMMENTS:	WITH COOLANT THAT CAME OUT OF RADIATOR. HAD TO TOP OFF WITH 2				
COMMENTS:	GALLONS OF COOLANT. CHECKED FOR LEAKS. HAD TO REPLACE 4 HOSE				
COMMENTS:	CLAMPS THAT WOULD NOT TIGHTEN ENOUGH TO STOP LEAKS.				
	000-12052012	BOIL & REPAIR RADIATOR	1.0	425.00	425.00
	000-1675066	AIR TO AIR O-RING	2.0	3.32	6.64
	000-20592783	AIR TO AIR CLAMP	2.0	26.15	52.30
	000-50957	GREEN AC O-RING	2.0	2.08	4.16
	000-CT300LSS	CONSTANT TORQUE CLAMP	4.0	9.10	36.40
	000-26682	5/16X15-1/4 BLK CABLE TIE	4.0	0.82	3.28
	000-BZ9228	#28 SS SILICONE HOSE CLAMP	2.0	2.80	5.60
	000-26684	3/16X11-3/4 BLK CABLE TIE	4.0	0.34	1.36
	000-9404200055	ROT ELC 50/50 ANTIFREEZE	2.0	12.49	24.98
STEERING		MECH JK	4.00	85.00	340.00
COMMENTS:	DRAINED P/S FLUID. REMOVED STEERING GEAR BOX. SENT OUT FOR REPAIR.				
COMMENTS:	RE-INSTALLED STEERING GEAR BOX. RE-FILLED WITH ATF & WORKED AIR				
COMMENTS:	OUT OF SYSTEM.				
	000-75200	ATF DEXRON3	6.0	5.79	34.74
	000-592RMN	STEERING GEAR BOX(REMAN)	1.0	*** **	1012.50
COMMENTS:	PO# 6232				

Remit To: TAYLOR TRUCK AND EQUIPMENT INC
1708 HWY 113 SW
CARTERSVILLE, GA 30120

TOTAL LABOR	2,210.00
TOTAL PARTS	1,606.96
SHOP CHGS	178.78

TOTAL INVOICE AMOUNT	3,995.74
----------------------	----------

Item # 10

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Betty Ann Barber

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

Taylor Truck & Equipment, Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Betty A. Barber 1/15/13
Signature of Applicant: Date

Betty A. Barber
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

15 DAY OF January 2013

[Signature]

Notary Public

My Commission Expires:

Notary Public, Haralson County, GA
My Commission Expires July 31, 2015

* _____
Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

630151
EEV/Basic Pilot Program* User Identification Number

Taylor Truck & Equipment, Inc.
BY: Authorized Officer or Agent
(Contractor Name)

1/15/13
Date

Office Administrator
Title of Authorized Officer or Agent of Contractor

Betty A. Barber
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

15 DAY OF January, 2013

[Signature]
Notary Public

My Commission Expires:

Notary Public, Haralson County, GA

My Commission Expires July 31, 2015

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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Commercial Dumpsters

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	The Public Works Department has the need to replenish some commercial dumpsters that are used as replacements and/or new commercial customers. We obtained three price quotations from vendors for 12-2yd, 16-4yd, and 8-8yd containers including freight. • Nu-Life Environmental: \$19,373.68 • Bakers Waste Equipment: \$20,758.80 • WasteQuip: \$20,184.00 We recommend the low bid from Nu-Life Environmental for \$19,373.68
City Manager's Remarks:	Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item for Solid Waste. Under Budget.
Legal:	
Associated Information:	Everify and SAVE doucments attached

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

308063
EEV/Basic Pilot Program* User Identification Number

Michael C. Freeman
BY: Authorized Officer or Agent
(Contractor Name)

1-29-13
Date

Nu-Life Environmental Inc.
Contractor/Entity Name

Director of Operations
Title of Authorized Officer or Agent of Contractor

P.O. Box 1527 Early S.C. 29041
Contractor Address

Michael C. Freeman
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29th DAY OF January, 20 13

[Signature]

Notary Public

My Commission Expires: My Commission Expires
September 7, 2021

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

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

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

Michael C. Freeman

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

N4-Life Environmental, Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Michael C. Freeman 1-29-13
Signature of Applicant: Date

Michael C Freeman
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF January, 2013

[Signature]

Notary Public

My Commission Expires: My Commission Expires
September 7, 2021

*
Alien Registration number for non-citizens

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

SUBCONTRACTOR AFFIDAVIT

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

NU-Life Environmental, Inc

Company Name

308063

E-Verify* User Identification Number

Michael C. Freeman

By: Authorized Officer or Agent

1-29-13

Date (Contractor Signed)

Director of Operations

Title of Authorized Officer or Agent

Michael C. Freeman

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29th DAY OF January, 2013

Notary Public

My Commission Expires

My Commission Expires: September 7, 2021

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



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Highland 75 Industrial Park Utility Material For Electric Department

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	Attached please find a list of material needed to serve electricity to the Highland 75 Industrial Park. The items over \$5,000 either have or will be competitively bid per our standard requirements.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted project.
Legal:	Not applicable.
Associated Information:	Material list is composed from our normal vendors with employment verification documentation on file. Because of the number required for this item they were not attached.

HIGHLAND 75 - MATERIALS LIST

ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM PRICE	COMMENTS
1000 MCM Pothead Kit (25kV)	3	ea.	\$120.00	\$360.00	
1000 MCM Splice kit	12	ea.	\$120.00	\$1,440.00	
1000 MCM Heat Shrink	12	ea.	\$20.00	\$240.00	
1000 MCM Cable	32304	L.F.	\$10.00	\$323,040.00	
1/0 EPR Terminating Kit	8	ea.	\$30.00	\$240.00	
1000 MCM 2-Hole Lugs	24	ea.	\$12.31	\$295.44	
1000 MCM Fault Indicator	15	ea.	\$200.00	\$3,000.00	
1000 MCM Cable Bracket	3	ea.	\$36.25	\$108.75	
Inline Disconnect Switches	0	ea.	\$214.00	\$0.00	
T-3 Bracket	0	ea.	\$67.00	\$0.00	
1/0 EPR Cable (25kV)	9193	L.F.	\$2.30	\$21,143.33	
1/0 Splice Kits (25kV)	0	ea.	\$35.78	\$0.00	
1/0 Elbows (25kV)	28	ea.	\$36.80	\$1,030.40	
#2 - 7 Strand Copper Ground	3	roll	\$122.00	\$366.00	
Ditch Ribbon	10	ea.	\$15.00	\$150.00	
4" Petroflex Conduit	2567	L.F.	\$2.90	\$7,445.03	
4" PVC Conduit	57	ea.	\$13.00	\$741.00	
2" Petroflex Conduit	966	L.F.	\$0.71	\$685.86	
2" PVC Conduit	1575	stick	\$6.00	\$9,450.00	
4" PVC Conduit Elbow	24	ea.	\$25.00	\$600.00	
2" PVC Conduit Elbow	26	ea.	\$8.00	\$208.00	
12-2 Romex	600	L.F.	\$0.42	\$252.00	
#2TP Street Lighting Cable	3631	L.F.	\$0.56	\$2,033.30	
1/0TP Lighting Cable	0	L.F.	\$0.80	\$0.00	
Ground Rods	30	ea.	\$9.87	\$296.10	
Ground Rod Connector	60	ea.	\$1.35	\$81.00	
PMH-9 Switching Cubicle	4	ea.	\$18,458.65	\$73,834.60	
PMH-9 Base Sleeve	4	ea.	\$976.35	\$3,905.40	
Cubicle Fuse	24	ea.	\$171.35	\$4,112.40	

Item # 12

Page 2



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Parking Lot Lighting For Bojangles

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	Capital Purchase. Bojangles has chosen parking lot lighting from the City of Cartersville Electric System. Attached is a quote from IRBY to supply the material for this job. There are not three quotes for this material due to customer contribution and sole vendor service territory. I recommend accepting the quote from IRBY for \$6,039.75.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Not applicable.
Associated Information:	Employment verification documentation is attached.



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

Quotation

QUOTE DATE	ORDER NUMBER
01/22/13	S007293185
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

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

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

ORDERED BY:

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
129337		BOJANGLES LIGHTING				James A Narmore	
INSIDE SALESPERSON				REQD DATE	FRGHT ALLWD	SHIP VIA	
Neil Godfrey				01/22/13	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
3EA		1	*VALI DS330-600W350D4MB-HH-FBC-LAB VALMONT 35FT SQUARE STEEL POLE; 6 NON-TAPERED; DRILLED FOR 4ea GE DECASHIELD LUMINAIRES; MEDIUM BRONZE POWDER PAINT; 12 BOLT CIRCLE; FATIGUE RESISTANT BASE; INCLUDES 4x12 HAND HOLE; POLE CAP & BASE COVER; NO ANCHOR BOLTS INCLUDED			1033.000EA	3099.00
3EA		2	*UTME RTASQ-6-2DB REMOVABLE POLE TOP ADAPTER BRACKET TO ADD 2-3/8 OD TENON ON TOP OF 6 SQUARE POLE; PAINTED DARK BRONZE			83.250EA	249.75
3EA		3	*ACMA AMI-177-BRZ 2-LIGHT TENON-TO BULLHORN PAINTED DARK BRONZE W/ 36IN SPACING			62.000EA	186.00
3EA		4	*PRCA 8'X18"-4C PRECAST CONCRETE POLE BASE; 12" BOLT CIRCLE; 1" ANCHOR BOLTS; WITH 4ea - 2" PLUMBING ELBOWS AND SCH 40 COUPLINGS AT 90 DEGREES			387.500EA	1162.50
6EA		5	*GELI PF4S24S0A26X6DBS GE 250/400 WATT HPS M-VOLT POWERFLOOD LUMINAIRE W/ LARGE KNUCKLE SLIPFITTER			219.000EA	1314.00
1EA		6	*PEPL PE14HDXEWB HAND HOLD 9X14X12			28.500ea	28.50
* This is a quotation *						Subtotal	6039.75
Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing. For Terms and Conditions, Please See our website						S&H CHGS	0.00
						Sales Tax	0.00
						TOTAL	6039.75

CITY OF CARTERSVILLE BENEFIT APPLICATION

IRBY

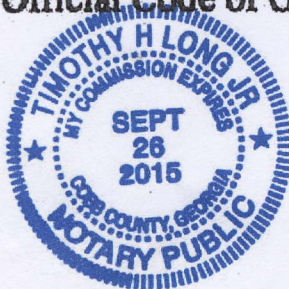
By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational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

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

STUART C. IRBY Co.
[Name of business, corporation, partnership]

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

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



Jeff Dubberly
Signature of Applicant:

1-2-13
Date

Jeff Dubberly
Printed Name:

1-2-13

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF January, 2013

Timothy H. Long Jr.
Notary Public

My Commission Expires: Sept 26, 2015

*
Alien Registration number for non-citizens

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

Item # 13

VENDOR AFFIDAVIT AND AGREEMENT

IRBY

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

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

The undersigned Vendor is using the federal work authorization program.

128519

EEV/Basic Pilot Program* User Identification Number

BY: Jeff Dubbey
Authorized Officer or Agent
(Vendor Name)

1-2-13

Date

Branch Operation Manager
Title of Authorized Officer or Agent of Vendor

Jeff Dubbey
Printed Name of Authorized Officer or Agent

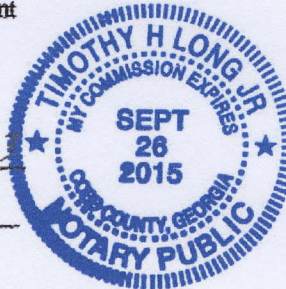
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF January, 2013

Timothy H Long Jr
Notary Public

My Commission Expires:

Sept 26 2015



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



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Underground Primary Cable For Electric Department

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	Capital Purchase over \$5,000. The City of Cartersville Electric System needs to replenish its stock of 1/0 underground primary cable. This cable is used on virtually all underground jobs. Approximately 20,000 feet will be needed. This cable is on the ECG bid list and has already been competitively bid. The order will be approximately 20,000 feet at \$2.46/ft. for an approximate total of \$49,200.00. I recommend approval of this purchase.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Not applicable.
Associated Information:	Employment verification documentation is attached.

ECG JOINT PURCHASING BID #13-006 WIRE AND CABLE BID AWARD
1st qtr. pricing for indexed items valid on orders shipped 1/1/13 - 3/31/13

Item #	Wire Size	Code Name	Total Qty. Feet	Std. Reel Length	Awarded To	Delivery Time ARO	Manufacturer	(\$/cwt)	\$/ft
Overhead Primary - ACSR (Bare)									
1	#4 ACSR	Swanate	46,245	8955	Irby	Stk-8Wks	CME	\$ 163.98	0.162
2	#2 ACSR	Sparrow	93,560	9695	Irby	Stk-8Wks	CME	\$ 161.98	0.148
3	1/0 ACSR	Raven	109,900	6095	Irby	Stk-8Wks	CME	\$ 160.98	0.233
4	4/0 ACSR	Penguin	26,020	3040	Irby	Stk-8Wks	CME	\$ 159.97	0.465
5	336.4 ACSR	Merlin	57,050	5695	Irby	Stk-8Wks	CME	\$ 180.06	0.657
6	397.5 ACSR	Chickadee	5,000	4815	Irby	Stk-8Wks	CME	\$ 175.06	0.756
Overhead Secondary									
10	#6 Duplex	Shepherd	28,800	500FT COIL	Irby	Stk-8Wks	CME	\$ 210.88	0.211
11	#6 Triplex	Voluta	0	0	No Bid	No Bid	No Bid	No Bid	No Bid
12	#4 Triplex	Periwinkle	27,000	500FT COIL	Irby	Stk-8Wks	CME	\$ 435.90	0.436
13	#2 Triplex	Conch	44,000	500FT COIL	Irby	Stk-8Wks	CME	\$ 566.97	0.567
14	#2 Triplex	Cockle (Red. Neut.)	2,500	500FT COIL	Irby	Stk-8Wks	CME	\$ 519.63	0.520
15	#2 Quadruplex	Palomino	500	500FT COIL	Irby	Stk-8Wks	CME	\$ 806.39	0.806
16	1/0 Triplex	Neritina	13,000	500FT COIL	Irby	Stk-8Wks	CME	\$ 935.45	0.935
17	1/0 Triplex	Janthina (Red. Neut.)	25,500	500FT COIL	Irby	Stk-8Wks	CME	\$ 843.31	0.843
18	4/0 Triplex	Zuzara	4,000	1000FT RL	Irby	Stk-8Wks	CME	\$ 1,738.98	1.739
19	4/0 Triplex	Cerapus (Red. Neutra	2,000	1000FT RL	Irby	8-10WKS	CME	\$ 1,562.69	1.563
20	1/0 Quadruplex	Costena	2,200	1000FT RL	Irby	8-10WKS	CME	\$ 1,285.30	1.285
21	4/0 Quadruplex	Appaloosa	4,800	1000FT RL	Irby	Stk-8Wks	CME	\$ 2,304.69	2.305
Underground Primary - Aluminum Conductor									
EPR-220 MIL INSULATION									
23	1/0 EPR		55,500	2500	Irby	STK-8WKS	OKONITE	\$ 2,460.24	2.460
24	4/0 EPR		2,500	2500	Irby	STK-8WKS	OKONITE	\$ 2,657.49	2.657
EPR-260 MIL INSULATION									
27	1/0 EPR		17,500	2500'	Irby	STK-8WKS	OKONITE	\$ 2,651.24	2.651
28	4/0 EPR		7,500	2500'	Irby	STK-8WKS	OKONITE	\$ 2,834.49	2.834
TRXLP-220 MIL INSULATION									
31	1/0		0	2500	Irby	10-12WKS	CME	\$ 2,337.41	2.337
32	4/0		0	2500	Irby	10-12WKS	CME	\$ 3,919.62	3.920
TRXLP-260 MIL INSULATION									
35	1/0		0	2500'	Irby	10-12WKS	CME	\$ 1,865.41	1.865
36	4/0		0	2500'	Irby	10-12WKS	CME	\$ 4,156.62	4.157

Item # 14

CITY OF CARTERSVILLE BENEFIT APPLICATION

IRBY

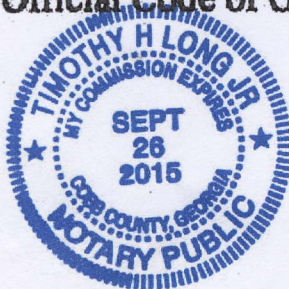
By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational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

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

STUART C. IRBY Co.
[Name of business, corporation, partnership]

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

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



Jeff Dubberly
Signature of Applicant:

1-2-13
Date

Jeff Dubberly
Printed Name:

1-2-13

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF January, 2013

Timothy H. Long Jr.
Notary Public

My Commission Expires: Sept 26, 2015

*
Alien Registration number for non-citizens

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

Item # 14

VENDOR AFFIDAVIT AND AGREEMENT

IRBY

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

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

The undersigned Vendor is using the federal work authorization program.

128519

EEV/Basic Pilot Program* User Identification Number

BY: Jeff Dubbey
Authorized Officer or Agent
(Vendor Name)

1-2-13

Date

Branch Operation Manager
Title of Authorized Officer or Agent of Vendor

Jeff Dubbey
Printed Name of Authorized Officer or Agent

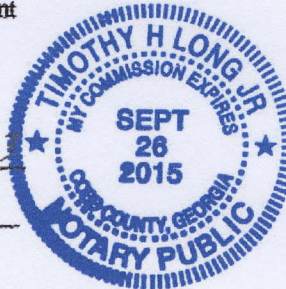
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF January, 2013

Timothy H Long Jr
Notary Public

My Commission Expires:

Sept 26 2015



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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Emergency Repair of Fire Engine #3

SubCategory:	Bid Award/Purchases
Department Name:	Fire Department
Department Summary Recommendation:	We respectfully request approval of funding for the emergency repair of Cartersville E-3 in the amount of up to and not to exceed \$11,000.00. This engine is the oldest front line engine in our fleet and it has developed major problems that are requiring the rebuild of the transmission and transfer case for the fire pump. The work will be completed by Ten-8 fire apparatus in Forsyth, GA and will include a warranty for parts and labor. Ten-8 is the Pierce Fire apparatus dealer for Georgia. This repair will be paid for through our vehicle maintenance. This may require a line item adjustment later in this fiscal year due to the size of this repair.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	E-Verify Documents Attached

TEN 8 FIRE & SAFETY OF GA 1591 COLLIER RD.				CUSTOMER # 31058	
FORSYTH, GA 31029					
CUST. PHONE	DATE IN	TERMS	TRANS. MODEL #		
478-994-5373	1/8/2013	COD	MD3060P		
FLEET ID #	TRANS ASSY. #	FAILED TRANSMISSION SERIAL #			
3	E001804	6510312959			
QTY	PART NUMBER	DESCRIPTION		PRICE	
1	E001804	MD3060P THIS REMANUFACTURED TRANSMISSION IS WARRANTED AGAINST DEFECTS IN PARTS AND WORKMANSHIP FOR A PERIOD OF 1 (ONE) YEAR UNLESS OTHERWISE STATED.		3,565.00	
1	WD	WASTE DISPOSAL		10.00	
1	SS	SHOP SUPPLIES		42.50	
8	27101-CTGL	TRANSYND		298.96	

CUSTOMER COPY

Please accept our appreciation and sincere "Thanks" for letting us serve you. Our goal is to attain 100% total customer satisfaction. Your comments about our performance are eagerly desired. Please advise us of how we may better serve you.

RECEIVED BY:

DATE

Item # 15

P.O. NUMBER MILEAGE/HOURS IN SERVICE DATE VEHICLE APP.

VIN NUMBER LICENSE NO. YR / MAKE / MODEL ORDERED BY

TODD

A - 6268

INVOICE #



**Reliable Transmission
Service, Inc.**



4541 Thurman Road, Conley, GA 30288
(404) 361-8033, Fax: (404) 361-4833, Toll Free: (800) 677-3950

LABOR CODE	DESCRIPTION OF REPAIRS	PRICE
	TRANS WILL NOT GO INTO PUMP MODE. OUTPUT SHAFT DOES NOT STOP WHILE TRYING TO LOCKIN. POSSIBLE CLUTCH DRAG. DIAGNOSE. TRUCK BROUGHT TO SHOP TO CHECK OUT. REMOVE OR REPLACE TRANS TRAVEL SERVICE OR REPAIR OF TRANS	950.00 200.00 600.00
R&R		
TR		
SR		
REMIT "TOTAL AMOUNT" SHOWN AT RIGHT TO:		
	LABOR	1,750.00
	PARTS	3,916.46
	MISC.	.00
	SUBLET	.00
	SALES TAX	.00
	TOTAL	5,666.46

Reliable Transmission Service, Inc.
P.O. Box 377
Brandon, FL 33509-0377

Web Site: www.rtsallison.com



**Fire and Safety
Equipment of
GA**

SALES ORDER

IN SERVICE TO SERVE YOU

1591 Collier Road
Forsyth, GA 31029
PHONE: 1-478-994-3235
FAX: 1-478-994-6458
www.ten8fire.com

REMIT TO:
2904 59th Ave. Dr. E
Bradenton, FL 34203

Order Number: GSV06003
Order Date: 11/15/12
Page: 1

Sold CITY OF CARTERSVILLE
To: P.O. BOX 1390
CARTERSVILLE, GA 30120

Ship CITY OF CARTERSVILLE
To: Chief Bagley
SCOTT CARTER
19 N. ERWIN STREET
CARTERSVILLE, GA 30120

Ship Via STANDARD DELIVERY
Ship Date 11/16/12
Terms NET 30 DAYS
Work Done
Problem PUMP WONT SHIFT INTO PUMP GEA
Equipment PUMPER
Equipment ID 12208

Customer ID CARTER
P.O. Number CHIEF BAGLEY
P.O. Date 11/15/12
SalesPerson 03
Ten-8 Contact JOHN FUCCI

Item No.	Description	UOM	Quantity	Unit Price	Total Price
COMPLAINT	1. Pump stall eng when shifting to pump.				
STONE	Labor	HOUR	22	98.00	2,156.00
	Remove transfer case ,replace shift fork and coller.Reinstall all parts and install transfer case. Perform pump test. Found tranmission drive line with torque which was keeping the transfer case from making the and making motor stall and undue wear in transfer case				
WAT-K1102	KIT SHIFT FORK CONVERSION	EACH	1	211.47	211.47
WAT-72969	COLLAR SHIFT Y	EACH	1	380.47	380.47
WAT-K547-1	KIT GASKET & SHIM (T141)	EACH	1	111.43	111.43
WAT-W3944-350	OIL SEAL 2.75 X .5	EACH	1	20.00	20.00
WAT-W3956-438	OIL SEAL	EACH	1	18.00	18.00
Transferred to page 2.....					2,897.37



**Fire and Safety
Equipment of
GA**

IN SERVICE TO SERVE YOU

1591 Collier Road
Forsyth, GA 31029
PHONE: 1-478-994-3235
FAX: 1-478-994-6458
www.ten8fire.com

REMIT TO:
2904 59th Ave. Dr. E
Bradenton, FL 34203

SALES ORDER

Order Number: GSV06003
Order Date: 11/15/12
Page: 2

Sold CITY OF CARTERSVILLE
To: P.O. BOX 1390
CARTERSVILLE, GA 30120

Ship CITY OF CARTERSVILLE
To: Chief Bagley
SCOTT CARTER
19 N. ERWIN STREET
CARTERSVILLE, GA 30120

Ship Via STANDARD DELIVERY
Ship Date 11/16/12
Terms NET 30 DAYS
Work Done
Problem PUMP WONT SHIFT INTO PUMP GEA
Equipment PUMPER
Equipment ID 12208

Customer ID CARTER
P.O. Number CHIEF BAGLEY
P.O. Date 11/15/12
SalesPerson
Ten-8 Contact JOHN FUCCI 03

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Transferred from page 1.....				2,897.37
WAT-K869	KIT SWITCH REPL.	EACH	1	107.71	107.71
	WAT-V2062	EACH	1	12.00	12.00
	SHOP SUPPLY FEE	EACH	1	161.70	161.70
PIE-55-2715	DRYERAIRWABCO W/REGEN VALVE	EACH	1	520.15	520.15
	in stock				
PIE-80-4040	DOOR ARM STRAIGHT	EACH	1	12.33	12.33
	customer to install				
WAT-W16307	BEARING BALL SGL ROW (T25)	EACH	1	45.97	45.97
WAT-50867	GASKET CHD4	EACH	1	0.66	0.66
WAT-W3926-275	OIL SEAL 1 5/8X 2.75	EACH	1	11.14	11.14
WAT-W4520-137	RING RETAINING	EACH	1	0.60	0.60
WAT-V2597	FLINGER V RING S88	EACH	1	2.14	2.14
	Transferred to page 3.....				3,771.77



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Work Done
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Equipment PUMPER
Equipment ID 12208

Customer ID CARTER
P.O. Number CHIEF BAGLEY
P.O. Date 11/15/12
SalesPerson 03
Ten-8 Contact JOHN FUCCI

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Transferred from page 2.....				3,771.77
WAT-72360	HOUSING BEARING CAP	EACH	1	180.27	180.27
WAT-60943	FRT OUTBOARD CAP W/BEARING	EACH	1	70.11	70.11
PRIORITY	PRIORITY FREIGHT/HANDLING FEE	EACH	1		
	GP19083				
WAT-62557	ARM LOCKING	EACH	1	58.50	58.50
WAT-62811	GEAR SECTOR PNUSFT T47	EACH	1	182.00	182.00
WAT-51694	BEARING SLEEVE	EACH	1	1.21	1.21
WAT-62798	LEVER SHIFT PNUSFT	EACH	1	105.86	105.86
WAT-52635	SLEEVE BEARING Y	EACH	1	6.87	6.87
WAT-W75006-28	SCREW SHLDER SOC HEAD 3/8X1-3/4 Y	EACH	1	1.40	1.40
WAT-W79005	LOCKNUT FLEX TOP 5/16-18 Y	EACH	1	1.11	1.11
WAT-K547-1	KIT GASKET & SHIM (T141)	EACH	1	111.43	111.43
	Transferred to page 4.....				4,490.53



**Fire and Safety
Equipment of
GA**

IN SERVICE TO SERVE YOU

**1591 Collier Road
Forsyth, GA 31029
PHONE: 1-478-994-3235
FAX: 1-478-994-6458
www.ten8fire.com**

REMIT TO:
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SALES ORDER

Order Number: GSV06003
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Page: 4

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Terms NET 30 DAYS
Work Done
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Equipment PUMPER
Equipment ID 12208

Customer ID CARTER
P.O. Number CHIEF BAGLEY
P.O. Date 11/15/12
SalesPerson
Ten-8 Contact JOHN FUCCI 03

Item No.	Description	UOM	Quantity	Unit Price	Total Price
	Transferred from page 3.....				4,490.53
WAT-W33002-4SS	SPIROL PIN 1/4"	EACH	2	0.40	0.80
WAT-K1000	PNEUMATIC SHIFT REPAIR KIT	EACH	1	56.19	56.19
FREIGHT	FREIGHT CHARGES	EACH	1		
	GP19256				

**Amount Subject to
Sales Tax**
0.00

**Amount Exempt
from Sales Tax**
4,547.52

Subtotal: 4,547.52
Invoice Discount: 0.00
Sales Tax: 0.00

Total: 4,547.52

Item # 15

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

205879
EEV/Basic Pilot Program* User Identification Number

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

1/30/2013
Date

Ten-8 Fire Safety Equip. of CALIC
Contractor/Entity Name

PRESIDENT
Title of Authorized Officer or Agent of Contractor

1591 COLLIER ROAD FORSYTH, GA 31029
Contractor Address

DANN A. BOUWER
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF January, 2013

Karen J. Transue
Notary Public

My Commission Expires:

5/28/2014



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

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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

DANN A. BOUWER

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

TEN-8 FIRE * SAFETY Equip of GA, LLC

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

[Signature]
Signature of Applicant:

1/30/2013
Date

DANN A. BOUWER
Printed Name:

1/30/2013

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

30th DAY OF January, 2013

Karen J. Transue
Notary Public

My Commission Expires:

5/28/2014



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

*

Alien Registration number for non-citizens

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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Truck for Water Pollution Control Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: January 25, 2013 SUBJECT: Purchase of Truck for Water Pollution Control Plant One of the on-road tractor trucks used by the Water Pollution Control Plant for hauling bio-solids is in need of replacement. Bids were received from three separate vendors for trucks with equivalent hauling capacity. • Murphy-Hoffman Company \$113,389.00 • Peterbilt of Atlanta \$113,528.00 • Peach State Truck Centers \$121,860.00 Murphy-Hoffman Company of Mableton, GA submitted the lowest price in the amount of \$113,389.00 for a 2014 model Kenworth T800 Daycab dual axel on-road tractor. The Kenworth truck offers the advantage of being a match to the other on-road tractors in the Department's hauling fleet. I recommend approval of this purchase from Murphy-Hoffman Company in the amount of \$113,389.00. This is a budgeted item. Proper E-verify and SAVE documentation are in hand for this vendor.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Proper E-verify and SAVE documentation is attached for this vendor.

Cover Memo

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

201367961
EEV/Basic Pilot Program* User Identification Number

MHC Kenworth - Atlanta 1-29-13
BY: Authorized Officer or Agent Date
(Contractor Name)

Truck Katie K Guest Truck Sales
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

5860 Riverview Rd Mableton, GA 30126
Contractor Address

Katie K. Guest
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29 DAY OF January, 2013

Stephanie Carter
Notary Public

My Commission Expires:

9-20-15

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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Katie K. Gnest

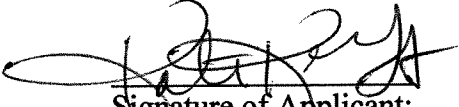
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

MHC Kenworth - Atlanta

[Name of business, corporation, partnership]

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

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


Signature of Applicant:

12-29-13
Date

Katie K. Gnest
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF January, 2013

Stephanie Carter
Notary Public

My Commission Expires: 9-20-15

*
Alien Registration number for non-citizens

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

SUBCONTRACTOR AFFIDAVIT

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

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

201367961

EEV/Basic Pilot Program* User Identification Number

BY: MHC Kenworth-Atlanta
Authorized Officer or Agent
(Subcontractor Name)

1-29-13
Date

Truck Sales
Title of Authorized Officer or Agent of Subcontractor

Katie K. Gnest
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

29 DAY OF January, 2013

Stephanie Carter
Notary Public

My Commission Expires:

9-20-15

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



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Water Treatment Plant Conference Room Remodeling

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: January 30, 2013 SUBJECT: Water Treatment Plant Conference Room Remodeling The Conference Room of the Water Treatment Plant is in need of remodeling. Bids were received for the project including replacement of acoustic ceiling tiles, quarry tile flooring repair, ceramic wall tile replacement, door replacement and water fixture upgrades. Quotes for this work were received from three different contractors: • Graham Commercial Contractors \$11,951.00 • Gaylord Construction, Inc. \$12,964.00 • Womack Lewis & Smith, Inc. \$21,184.00 The Water Department recommends approval of the agreement with Graham Commercial Contractors of Cartersville, Georgia for an amount of \$11,951. This work will be paid for from the budget. The Contractor has submitted proper E-verify and SAVE documentation.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This work will be paid for from the budget.
Legal:	
Associated Information:	The E-verify and SAVE documentation is attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

582435062

EEV/Basic Pilot Program* User Identification Number

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

1/31/13

Date

Graham Commercial Contractors LLC
Contractor/Entity Name

VP

Title of Authorized Officer or Agent of Contractor

103 East Main Street, Cartersville Georgia 30120
Contractor Address

Jeremy Graham
Printed Name of Authorized Officer or Agent

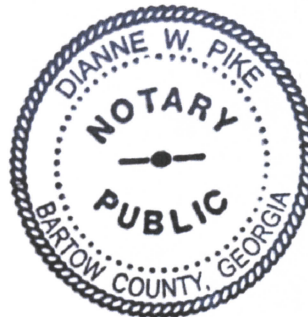
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31 DAY OF January, 2013

Dianne W Pike
Notary Public

My Commission Expires:

1-10-2015



My Comm Expires 1-10-2015

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

(SAVE)

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Jeremy Graham

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

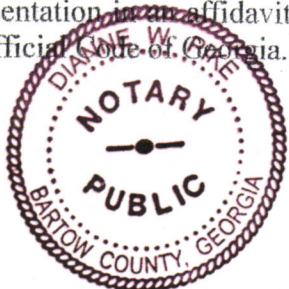
Graham Commercial Contractors LLC

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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



Signature of Applicant:

Date

Jeremy Graham
Printed Name:

1/22/13

~~My Comm Expires~~
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
22 DAY OF January, 2012

*
Alien Registration number for non-citizens

Diane W. Pille
Notary Public

My Commission Expires: 1-10-2015

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



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Tennessee Street Water Main Replacement - Walgreens Water Line

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove Form: Jim Stafford Date: 1/16/13 Subject: Walgreens Water Line Bids were accepted for materials to construct the water line for the new Walgreens drug store. This line is the first phase of the larger Tennessee Street water main replacement to be completed later this year. Bids were as follows: • HD Supply \$13,699.99 • Kendall Municipal \$13,727.20 • Ferguson Waterworks \$14,227.18 • Consolidated Pipe \$15,788.00 I recommend purchase of materials from HD Supply at a cost of \$13,699.99. This is a budgeted item. All E-verify and Save documentation information is in hand.
City Manager's Remarks:	Your approval of this item is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	All E-verify and Save documentation information is attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

#53613

EEV/Basic Pilot Program* User Identification Number

William L. Traynham

BY: Authorized Officer or Agent
(Contractor Name)

1/31/13
Date

HD Supply Waterworks LTD
Contractor/Entity Name

Georgia District Manager
Title of Authorized Officer or Agent of Contractor

2111 Moon Station Drive Kennesaw, GA. 30144
Contractor Address

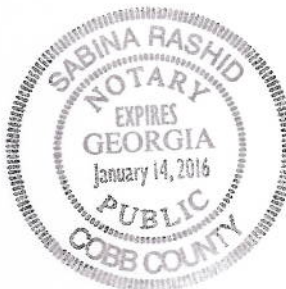
William L. Traynham
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31st DAY OF January, 2013

Sabina Rashid

Notary Public

My Commission Expires: Jan 14, 2016



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

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

HD Supply Water Works
[Name of business, corporation, partnership]

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

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

William L. Traynham 1/31/13
Signature of Applicant: Date

William L. Traynham 1/31/13
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31st DAY OF January, 2013

Salina Rashi
Notary Public

My Commission Expires: Jan 14, 2016

*
Alien Registration number for non-citizens



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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Westside Village Sewer Relocation Project

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: February 1, 2013 SUBJECT: Westside Village Sewer Relocation Project A section of sewer main serving the Westside Village Commercial Center requires relocation in order to construct sewer taps for the individual shops in one of the buildings. The Water Department has received price proposals from four contractors for the project: - Hill City Utilities \$7,720.00 C. & L. Contractors \$8,630.00 C. H. Kirkpatrick & Sons \$16,260.00 T. J. Lyle and Co., Inc. \$22,210.00 The Water Department recommends award of this project to Hill City Utilities. This work will be paid for with the budget item for Maintenance and Repair of Sewers. E-Verify and SAVE Documentation was submitted with the bid and is on hand.
City Manager's Remarks:	Your approval of item is recommended.
Financial/Budget Certification:	This work will be paid for with the budget item for Maintenance and Repair of Sewers.
Legal:	
Associated Information:	E-Verify and SAVE Documentation was submitted with the bid and is attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

530347
EEV/Basic Pilot Program* User Identification Number

Stacy L. Mullins
BY: Authorized Officer or Agent
(Contractor Name)

1/31/13
Date

Hill City utilities Inc
Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

180 Woodman Rd, Jasper GA 30143
Contractor Address

Stacy L. Mullins
Printed Name of Authorized Officer or Agent

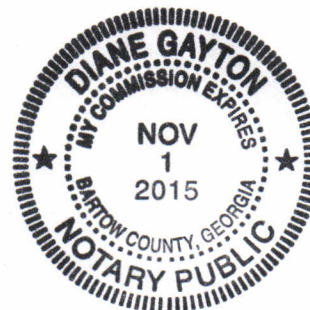
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31 DAY OF Jan., 2013

Diane Gayton
Notary Public

My Commission Expires:

11-1-2015



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Stacy L Mullins

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

Hill City Utilities, Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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



Stacy L Mullins
Signature of Applicant:

1/31/13
Date

Stacy L. Mullins
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31 DAY OF January, 2013

Kassidi Kelley
Notary Public

My Commission Expires:

4/28/14

*
Alien Registration number for non-citizens

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

SUBCONTRACTOR AFFIDAVIT

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

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

530347
EEV/Basic Pilot Program* User Identification Number

BY: Stacy Mullins
Authorized Officer or Agent
(Subcontractor Name)

1/31/13
Date

CEO, President
Title of Authorized Officer or Agent of Subcontractor

Stacy L. Mullins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

31 DAY OF January, 2013

Kassidi Kelley
Notary Public

My Commission Expires: 4/28/2014



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



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Jacob Engineering Regarding Highway 41 and 411 Interchange Water Main Relocation

SubCategory:	Engineering Services
Department Name:	Water
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: January 25, 2013 SUBJECT: Proposal for Engineering Services for US Highway 41 and 411 Interchange Water Main Relocation The DOT project for the reconstruction of the interchange at US Highway 41 and US Highway 411 will require relocation of the Water Department's existing 36-inch water main. This conflict was not anticipated and the relocation was therefore not budgeted. The Water Department has requested Jacobs Engineering, the designer of the original water main, to provide a proposal for Engineering Services for design, permitting, bidding and construction services for this utility relocation project. The proposal from Jacobs Engineering is for an amount not to exceed \$65,100.00. This price is considered reasonable given the scope of the project. This project was not budgeted in the current fiscal year budget. The contract for engineering services will be paid for from the budget item for maintenance to water mains. The contract for construction of the relocation will be included in the 2013-2014 budget. I recommend approval of this contract. Proper E-verify and SAVE documentation are attached.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	The contract for engineering services will be paid for from the budget item for maintenance to water mains. The contract for construction of the relocation will be included in the 2013-2014 budget.
Legal:	
Associated Information:	Proper E-verify and SAVE documentation are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

212531
EEV/Basic Pilot Program* User Identification Number

Charles A. Battan
BY: Authorized Officer or Agent
(Contractor Name)

1.28.13

Date

Vice President
Title of Authorized Officer or Agent of Contractor

Charles A. Battan
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28th DAY OF JANUARY, 20 13

Debbie Curtis
Notary Public
My Commission Expires:



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

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

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

Charles A. Button

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

Sordan, Jones and Goulding, Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Charles A. Button

Signature of Applicant:

1-28-13

Date

Charles A. Button

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28th DAY OF January, 2013

Debbie Curtis

Notary Public

My Commission Expires:



Alien Registration number for non-citizens

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

Item # 20



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Cogsdale Annual Software Maintenance

SubCategory:	Contracts/Agreements
Department Name:	Finance
Department Summary Recommendation:	Since 1998, the city has used Cogsdale as our third party computer software provider. This includes customer service, utility billing, and the Microsoft Dynamics GP Software. Attached is the 2013 calendar year invoice for the maintenance from Cogsdale which covers the cost of software upgrades and corrections through out the calendar year. The 2013 invoice is almost \$4,100 less than the 2012 invoice. I recommend approval of the Cogsdale invoice in the amount of \$50,031.65.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item and will be charged to Software Maintenance account 570-3900-52-2330.
Legal:	
Associated Information:	E-Verify is on file.



Invoice MN0000891
Date 12/20/2012
Page 1 of 1

Please remit to:
 62117 Collection Center Drive
 Chicago, IL 60693-0621

Bill To
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Ship To
Cartersville, City of P.O. Box 1390 Cartersville, GA 30120-1390 USA

Purchase order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms
	CART01	CAWLEYR	LOCAL DELIVERY	Net 30

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Prorated Maintenance for the period Feb-16-13 to Dec-31-13	US\$0.00	US\$0.00
1.00	MAINT	CSM	US\$19,250.00	US\$19,250.00
1.00	MAINT	Customer Web	US\$4,375.00	US\$4,375.00
1.00	MAINT	Microsoft Dynamics GP Software	US\$26,035.00	US\$26,035.00
1.00	MAINT	Greenshades	US\$371.65	US\$371.65
Excludes state, local and federal taxes. These are due and payable by the customer where applicable. Invoice questions? Please call 613-226-5511 ext 2502 OR e-mail mrussell@harriscomputer.com			Subtotal	US\$50,031.65
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$50,031.65

Item # 21



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Blackboard Connect Annual Renewal

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is the annual payment to Blackboard Connect for the communication system used by the city to notify the public of emergency and non emergency situations. This is the second year of a two year agreement that was renegotiated at the end of 2011. The cost is \$14,486.00 for 2013.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Budgeted item
Legal:	N/A
Associated Information:	E-Veriy and SAVE documents attached.



Blackboard Connect Inc
4020 Westchase Blvd.
Suite 400
Raleigh, NC 27607

INVOICE

Invoice Date: Dec 31, 2012
Invoice Number: 1119062
Customer No: 315822
Customer PO:
Payment Terms: Net 30
Due Date: Jan 30, 2013

Bill To

Town of Cartersville
PO Box 1390
1 North Erwin Street
Cartersville GA 30120
United States

Billing Questions

Phone:
800.424.9299 .2347
Email: BillingOps_Connect@blackboard.com

Tax ID

FEIN (USA): 56-1992598

Please Remit

Checks:

Blackboard
Dept LA 23628
Pasadena, CA 91185-3628

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # 121140399
For Credit to: Blackboard
Account No. 3300710630
Swift Code: SVBKUS6S

Quantity	UOM	Product Code	Description	Net Amount
850.00	EA	BC-STND-CYNA	CONNECT SERVICE CTY Jan 1,2013 - Dec 31,2013	14,486.00
Subtotal:				USD 14,486.00
Amount Due:				USD 14,486.00

Please ensure checks are made payable to Blackboard Connect Inc.
Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Connect W-9 form, please go to: <https://secure.blackboard.com/legal/BBConnect/W9/>

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

111326
EEV/Basic Pilot Program* User Identification Number

BY: Tess Frazier
Authorized Officer or Agent
(Contractor Name)

1/17/13
Date

VP Contracts
Title of Authorized Officer or Agent of Contractor

Tess Frazier
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

14th DAY OF January, 2013

[Signature]
Notary Public

My Commission Expires:

10/31/2015

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

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

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

Tess Frazier

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

Blackboard Connect Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Tess Frazier
Signature of Applicant:

1/17/13
Date

Tess Frazier
Printed Name:

1/17/13

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17th DAY OF January, 2013

[Signature]
Notary Public

My Commission Expires: 10/31/2015

*
Alien Registration number for non-citizens

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



City of Cartersville

City Council Meeting
2/7/2013 7:00:00 PM
Citizen Survey Services

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Historically, the City has conducted a survey of it's residents opinions via The National Citizen Survey, a product offered by National Research Center, Inc. every two years, with the most recent being in 2011. At this time, we would like to continue that schedule as we believe the survey provides valuable information to elected officials, city staff, and the public. We have used the survey to evaluate citizen satisfaction with government services, and we have used the survey to gauge public support for various policy choices, such as curbside recycling and Sunday alcohol sales. The results of the survey are public and provide another means of ensuring government transparency and accountability. The cost of the survey is \$10,300. This is a budgeted item, and your approval is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

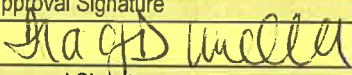
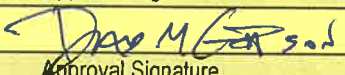
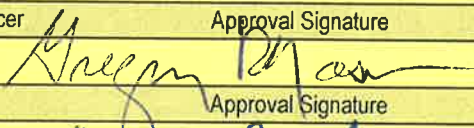
City Council Meeting

2/7/2013 7:00:00 PM

Energy Efficiency Conservation Block Grant Contract Closeout

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	We received a form from GEFA asking us to acknowledge and accept the closeout of our contract with GEFA for the Energy Efficiency and Conservation Block Grant. We received the funding in June 2010 and completed our project in June 2012. Your approval of this item is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

GEFA CONTRACT AMENDMENT AUTHORIZATION FORM (Yellow)

Program:	EECBG		
GENERAL CONTRACT INFORMATION			
Contractor:	City of Cartersville		
Project number:	AARA_EECBG_LocGov2010_112		
Funding source:	DE-EE0000806		
Capitalization grant number:	81.128		
Contact's name:	Tom Quist		
Contact's title:	Assistant to the City Manager		
Contact's phone number:	770-607-2111		
Contact's email:	tquist@catersville.org		
DETAILED CONTRACT INFORMATION			
Amount of the contract:	\$300,000.00		
Brief description of amendment	This is to close-out the contract with GEFA		
Is board approval required	Yes	No	X Date Approved:
Term of agreement:	From: 5/27/2010	To: 6/30/2012	
If amending an existing contract, indicate the term of existing contract and proposed amendment. From: To:			
Comments/Notes			
FUNDING SUFFICIENCY (Before GEFA Board Approval)			
Does amendment include budget increase :	Yes:	No:	X
If amendment has a budget increase, then approval from CFO is required.			
Budget - Chief Financial Officer	Approval Signature (as to funding source and availability)	Date In	Date Out
PRE-REVIEW PRIOR TO CONTRACT BEING SENT OUT - INTERNAL APPROVAL (Prior to Execution by Award Recipient)			
Program Manager	Approval Signature	Date In	Date Out
Tracy Williams		12/19/2012	12/19/2012
Department Director	Approval Signature	Date In	Date Out
David Gipson		12/19/2012	12-26-12
Chief Financial Officer	Approval Signature	Date In	Date Out
Chris Jones			
Chief Operating Officer	Approval Signature	Date In	Date Out
Greg Mason		12/24/12	12/24/12
Executive Director	Approval Signature	Date In	Date Out
Kevin Clark		12/24/12	1/3/12
EXECUTION OF CONTRACT (After Execution by Award Recipient)			
Program Manager	Approval Signature	Date In	Date Out
Executive Director	Approval Signature	Date In	Date Out
Kevin Clark			
ROUTING RECORD			
Contract issued to recipient for signature on		Contract return on:	
Signed contract submitted for executive director's signature on:			
Fully executed contract returned to accounting on:			Item # 24



Nathan Deal
Governor

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Kevin Clark
Executive Director

December 31, 2012

The Honorable Matthew Cantini
Mayor
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Closeout of GEFA Contract ARRA_EECBG_LocGov2010_112

Dear Mayor Cantini:

Our records indicate that as of December 20, 2012, we have issued final payments totaling \$297,419.83 and your contract is now considered closed. Please sign and return one of the enclosed acknowledgement forms by January 9, 2013. The second copy is for your records.

We enjoyed working with you and greatly appreciate your dedication to this project.

Sincerely,

Tracy
Tracy Williams
Outreach Program Manager

Enclosures

Item # 24



Nathan Deal
Governor

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Kevin Clark
Executive Director

ACKNOWLEDGEMENT AND AGREEMENT FORM

To: Matthew Santini, City of Cartersville

From: Tracy Williams, Georgia Environmental Finance Authority

Date: December 31, 2012

Please acknowledge receipt and acceptance of the closeout of the Georgia Environmental Finance Authority contract number ARRA_EECBG_LocGov2010_112 by completing the form below and returning this document to:

Tracy Williams
Georgia Environmental Finance Authority (GEFA)
233 Peachtree Street NE
Harris Tower, Suite 900
Atlanta, GA 30303

Organization

First and Last Name (Printed)

Title

Phone

Email Address

Signature

Item # 24



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Property Transfer and Construction Loan to Habitat

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Late last year we purchased two lots on Martin Luther King, Jr. Blvd (22 and 24 MLK) with the intention of transferring ownership to Habitat for Humanity as part of our 2009 CDBG Disaster Recovery Supplemental grant project. At this time, we are ready to transfer ownership of the properties to Habitat and simultaneously issue them a construction loan for the homes being built on the lots. The loans are for up to \$75,000 on the first home, and up to \$15,000 on the second home, and the properties themselves serve as collateral. The reason the second loan is smaller is because the majority of funding to build this home is coming from United Way and Anheuser-Busch with the City grant funds filling in the gap. Funding for this project is provided through the grant with no direct cost to the City. Your approval of this item is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

**PROMISSORY NOTE
(Fixed Installments)**

\$75,000.00

Cartersville, Georgia

_____, 2013

FOR VALUE RECEIVED, the undersigned promise to pay to the order of **City of Cartersville, a municipal corporation of the state of Georgia**, without grace, the principal sum of **Seventy-Five Thousand and 00/100 (\$75,000.00) DOLLARS**, in legal tender of the United States of America, with interest thereon from and including date hereof at the rate of **0% (ZERO percent)** per annum of the unpaid principal balance until paid, in installments, as follows: Payable in annual payments equal to the income generated from mortgage payments directly attributable to the house constructed and sold using proceeds from the loan, minus three percent (3%) for administrative fees. EACH BEGINNING July 1, 2013 with a continuing until the entire principal of the loan, minus the three percent (3%), has been paid.

The final and last of such installments shall be in an amount equal to the entire outstanding principal balance plus all accrued and unpaid interest thereon. Each installment, when paid, shall be applied first to the payment of interest accrued on unpaid principal, and the residue thereof shall be credited on the principal. Partial prepayments, if authorized hereinbelow, shall, if paid, not affect the amounts or the installment-due dates of the next ensuing installments until the entire indebtedness evidenced hereby shall have been paid in full.

Principal and interest shall be due and payable at **P.O. Box 1390, Cartersville, GA 30120** or at such other place as the holder hereof may designate in writing.

Should any installment not be paid when due, or should the undersigned fail to comply with any of the terms or requirements of a deed to secure debt of even date herewith from the undersigned to the payee, conveying title to real property located at **22 Martin Luther King, Jr Blvd, Cartersville, GA 30120** as security for the indebtedness evidenced hereby, the entire unpaid principal sum evidenced by this note, together with all accrued and unpaid interest thereon, shall, at the option of the holder, and without notice to the undersigned, become due and may be collected forthwith, time being of the essence of this contract. It is further agreed that failure of the holder to exercise this right of accelerating the maturity of the indebtedness, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or stop the holder from exercising such right.

Should any amounts owing under this Note not be paid in full upon maturity, the entire amount shall bear interest at the default rate of sixteen percent (16.00%) per annum from maturity until paid. Should payment of the entire indebtedness evidenced hereby be accelerated as aforesaid, or not be paid when due and payable, the entire indebtedness shall bear interest at the aforesaid default rate from date of acceleration or from its due date, as applicable, until paid. Should this note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the holder shall be entitled to all costs of collection, plus fifteen (15%) percent of the principal and interest as attorney's fees.

And each of the undersigned, whether maker, endorser, guarantor, or surety, hereby severally waives and renounces, each for himself or herself and family, any and all exemption rights any of us, or the family of any of us, may have under or by virtue of the Constitution or laws of the State of Georgia, or any other state, or the United States of America, as against the indebtedness evidenced hereby or any modification, extension or renewal thereof, and each further waives presentment, demand for payment, protest and notice of non-payment.

If more than one party shall execute this note, the term "undersigned" as used herein shall mean all parties signing this note and each of them, who shall be jointly and severally obligated hereunder.

This loan is being issued for the purpose of fulfilling the agreement between Bartow Area Habitat for Humanity and the City of Cartersville to build homes as specified in the 2009 CDBG Disaster Recovery Supplemental Grant awarded to the City. All conditions of the grant apply to this agreement.

This contract is to be construed in all respects and enforced according to the laws of the State of Georgia.

PREPAYMENT PRIVILEGE: THERE SHALL BE NO PENALTY FOR FULL OR PARTIAL PRE-PAYMENT.

Bartow Area Habitat for Humanity, Inc.

_____(SEAL)

_____(SEAL)

PROMISSORY NOTE

Item # 25

Return to:
 Shep Helton
 Tilley, Deems, Helton & Trotter, LLC
 P. O. Box 2943
 Cartersville, GA 30120-1700
 File No. 711687

STATE OF GEORGIA
 COUNTY OF BARTOW

DEED TO SECURE DEBT

THIS INDENTURE, is made on _____, 2013, between **Bartow Area Habitat for Humanity, Inc.** Grantor, and **City of Cartersville, a municipal corporation of the state of Georgia**, Grantees, whose address is **P.O. Box 1390, Cartersville, GA 30120**.

WITNESSETH, That Grantor, for and in consideration of the sum of **Seventy-Five Thousand and 00/100 (\$75,000.00) DOLLARS**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, and assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 339 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 1, containing that 0.189 acre (8,217 square feet) tract, as per plat recorded in Plat Book 73, Page 98, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

And being presently known as 22 Martin Luther King, Jr. Blvd, Cartersville, GA 30120.

If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this security instrument.

This conveyance is to be construed under existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby, with the full debt, if not paid earlier, due and payable on **July 1, 2044**.

A default under this agreement or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, of all instruments executed by Borrower to Lender. Borrower's Notes secured hereby are made a part hereof.

It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein pursuant to O.C.G.A. Section 44-14-80(a)(2) and to agree that title shall not revert to the Grantor herein for a period which is the longer of seven (7) years from the date of maturity of the debt secured hereby or twenty (20) years from the date of this conveyance. It is the intention of this instrument to secure not only the indebtedness hereinabove described along with any and all renewals and extensions thereof, in whole or in part, but also any and all other and further indebtedness now owing or which may hereafter be owing, however incurred, to Grantee, its successors and assigns, by Grantor and Grantor's

successors in title. Any one of several persons named as Grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple, and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor shall and will WARRANT AND FOREVER DEFEND the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the indebtedness secured by this deed.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate proceedings, and Grantee is authorized to pay a rental or real estate agent five percent (5%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep said premises in as good condition as they now are; to pay all taxes and assessments that may be liens upon said premises, as they become due; and to keep the improvements on said premises insured in company or companies acceptable to said Grantee against loss or damage by fire or lightning in an amount at least equal to the loan balance, with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee; and that any tax, assessment, or premium of insurance, not paid when due by the Grantor, may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per centum per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required by Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all of the obligations aforesaid, and that in case of a sale under the power as hereinafter provided or by foreclosure by process of law, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney: To sell the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for

cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with interest at the maximum rate allowable by applicable law, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This deed and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Georgia.

This deed is executed as an encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrances under the said encumbrances so paid off and/or cancelled.

FUTURE ADVANCES Upon request of Borrower, Lender at Lenders option prior to release of this Mortgage, may make **FUTURE ADVANCES** to Borrower. Such **FUTURE ADVANCES**, with interest thereon, shall be secured by this Mortgage when evidence by promissory notes stating that said notes are secured hereby.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bartow Area Habitat for Humanity, Inc.

Unofficial Witness

(L.S.)

Notary Public

(L.S.)

This instrument is hereby cancelled and the Clerk of the Superior Court of Bartow County, Georgia, is hereby authorized and directed to mark it satisfied of record.

This ____ day of _____, _____.

Return Recorded Document to:
Tilley, Deems, Helton & Trotter, LLC
319 East Church Street
P.O. Box 2943
Cartersville, Georgia 30120

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF BARTOW

FILE #: 311219

THIS INDENTURE, Made the ____ day of _____, 2013, between **City of Cartersville, a municipal corporation of the state of Georgia** of the County of Bartow, and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Bartow Area Habitat for Humanity, Inc.** of the county of Bartow, and the **State of Georgia**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 339 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 1, containing that 0.189 acre (8,217 square feet) tract, as per plat recorded in Plat Book 73, Page 98, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

And being presently known as 22 Martin Luther King, Jr Blvd, Cartersville, GA 30120.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

**City of Cartersville, a municipal corporation of
the state of Georgia**

Signed, sealed and delivered in the
presence of:

_____(Seal)

(Unofficial witness)

_____(Seal)

(Notary Public)

**PROMISSORY NOTE
(Fixed Installments)**

\$15,000.00

Cartersville, Georgia

_____, 2013

FOR VALUE RECEIVED, the undersigned promise to pay to the order of **City of Cartersville, a municipal corporation of the state of Georgia**, without grace, the principal sum of **Fifteen Thousand and 00/100 (\$15,000.00) DOLLARS**, in legal tender of the United States of America, with interest thereon from and including date hereof at the rate of **0% (ZERO percent)** per annum of the unpaid principal balance until paid, in installments, as follows: Payable in annual payments equal to the income generated from mortgage payments directly attributable to the house constructed and sold using proceeds from the loan, minus three percent (3%) for administrative fees. EACH BEGINNING July 1, 2013 with a continuing until the entire principal of the loan, minus the three percent (3%), has been paid.

The final and last of such installments shall be in an amount equal to the entire outstanding principal balance plus all accrued and unpaid interest thereon. Each installment, when paid, shall be applied first to the payment of interest accrued on unpaid principal, and the residue thereof shall be credited on the principal. Partial prepayments, if authorized hereinbelow, shall, if paid, not affect the amounts or the installment-due dates of the next ensuing installments until the entire indebtedness evidenced hereby shall have been paid in full.

Principal and interest shall be due and payable at **P.O. Box 1390, Cartersville, GA 30120** or at such other place as the holder hereof may designate in writing.

Should any installment not be paid when due, or should the undersigned fail to comply with any of the terms or requirements of a deed to secure debt of even date herewith from the undersigned to the payee, conveying title to real property located at **24 Martin Luther King, Jr Blvd, Cartersville, GA 30120** as security for the indebtedness evidenced hereby, the entire unpaid principal sum evidenced by this note, together with all accrued and unpaid interest thereon, shall, at the option of the holder, and without notice to the undersigned, become due and may be collected forthwith, time being of the essence of this contract. It is further agreed that failure of the holder to exercise this right of accelerating the maturity of the indebtedness, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or stop the holder from exercising such right.

Should any amounts owing under this Note not be paid in full upon maturity, the entire amount shall bear interest at the default rate of sixteen percent (16.00%) per annum from maturity until paid. Should payment of the entire indebtedness evidenced hereby be accelerated as aforesaid, or not be paid when due and payable, the entire indebtedness shall bear interest at the aforesaid default rate from date of acceleration or from its due date, as applicable, until paid. Should this note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the holder shall be entitled to all costs of collection, plus fifteen (15%) percent of the principal and interest as attorney's fees.

And each of the undersigned, whether maker, endorser, guarantor, or surety, hereby severally waives and renounces, each for himself or herself and family, any and all exemption rights any of us, or the family of any of us, may have under or by virtue of the Constitution or laws of the State of Georgia, or any other state, or the United States of America, as against the indebtedness evidenced hereby or any modification, extension or renewal thereof, and each further waives presentment, demand for payment, protest and notice of non-payment.

If more than one party shall execute this note, the term "undersigned" as used herein shall mean all parties signing this note and each of them, who shall be jointly and severally obligated hereunder.

This loan is being issued for the purpose of fulfilling the agreement between Bartow Area Habitat for Humanity and the City of Cartersville to build homes as specified in the 2009 CDBG Disaster Recovery Supplemental Grant awarded to the City. All conditions of the grant apply to this agreement.

This contract is to be construed in all respects and enforced according to the laws of the State of Georgia.

PREPAYMENT PRIVILEGE: THERE SHALL BE NO PENALTY FOR FULL OR PARTIAL PRE-PAYMENT.

Bartow Area Habitat for Humanity, Inc.

_____(SEAL)

_____(SEAL)

Item # 25

Return to:
 Shep Helton
 Tilley, Deems, Helton & Trotter, LLC
 P. O. Box 2943
 Cartersville, GA 30120-1700
 File No. 711687

STATE OF GEORGIA
 COUNTY OF BARTOW

DEED TO SECURE DEBT

THIS INDENTURE, is made on _____, 2013, between **Bartow Area Habitat for Humanity, Inc.** Grantor, and **City of Cartersville, a municipal corporation of the state of Georgia**, Grantees, whose address is **P.O. Box 1390, Cartersville, GA 30120**.

WITNESSETH, That Grantor, for and in consideration of the sum of **Fifteen Thousand and 00/100 (\$15,000.00) DOLLARS**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, and assigns, the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 339 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 1, containing that 0.189 acre (8,217 square feet) tract, as per plat recorded in Plat Book 73, Page 98, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

And being presently known as 24 Martin Luther King, Jr. Blvd, Cartersville, GA 30120.

If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this security instrument.

This conveyance is to be construed under existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby, with the full debt, if not paid earlier, due and payable on **July 1, 2044**.

A default under this agreement or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, of all instruments executed by Borrower to Lender. Borrower's Notes secured hereby are made a part hereof.

It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein pursuant to O.C.G.A. Section 44-14-80(a)(2) and to agree that title shall not revert to the Grantor herein for a period which is the longer of seven (7) years from the date of maturity of the debt secured hereby or twenty (20) years from the date of this conveyance. It is the intention of this instrument to secure not only the indebtedness hereinabove described along with any and all renewals and extensions thereof, in whole or in part, but also any and all other and further indebtedness now owing or which may hereafter be owing, however incurred, to Grantee, its successors and assigns, by Grantor and Grantor's

successors in title. Any one of several persons named as Grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple, and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor shall and will WARRANT AND FOREVER DEFEND the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the indebtedness secured by this deed.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate proceedings, and Grantee is authorized to pay a rental or real estate agent five percent (5%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep said premises in as good condition as they now are; to pay all taxes and assessments that may be liens upon said premises, as they become due; and to keep the improvements on said premises insured in company or companies acceptable to said Grantee against loss or damage by fire or lightning in an amount at least equal to the loan balance, with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee; and that any tax, assessment, or premium of insurance, not paid when due by the Grantor, may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per centum per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required by Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all of the obligations aforesaid, and that in case of a sale under the power as hereinafter provided or by foreclosure by process of law, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney: To sell the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for

cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with interest at the maximum rate allowable by applicable law, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This deed and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Georgia.

This deed is executed as an encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrances under the said encumbrances so paid off and/or cancelled.

FUTURE ADVANCES Upon request of Borrower, Lender at Lenders option prior to release of this Mortgage, may make **FUTURE ADVANCES** to Borrower. Such **FUTURE ADVANCES**, with interest thereon, shall be secured by this Mortgage when evidence by promissory notes stating that said notes are secured hereby.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bartow Area Habitat for Humanity, Inc.

Unofficial Witness

_____(L.S.)

Notary Public

_____(L.S.)

This instrument is hereby cancelled and the Clerk of the Superior Court of Bartow County, Georgia, is hereby authorized and directed to mark it satisfied of record.

This ____ day of _____, _____.

Return Recorded Document to:
Tilley, Deems, Helton & Trotter, LLC
319 East Church Street
P.O. Box 2943
Cartersville, Georgia 30120

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF BARTOW

FILE #: 311219

THIS INDENTURE, Made the ____ day of _____, 2013, between **City of Cartersville, a municipal corporation of the state of Georgia** of the County of Bartow, and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Bartow Area Habitat for Humanity, Inc.** of the county of Bartow, and the **State of Georgia**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying in the City of Cartersville and being in Land Lot 339 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 2, containing that 0.189 acre (8,217 square feet) tract, as per plat recorded in Plat Book 73, Page 98, Bartow County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

And being presently known as 24 Martin Luther King, Jr Blvd, Cartersville, GA 30120.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

**City of Cartersville, a municipal corporation of
the state of Georgia**

Signed, sealed and delivered in the
presence of:

_____(Seal)

(Unofficial witness)

_____(Seal)

(Notary Public)



City of Cartersville

City Council Meeting

2/7/2013 7:00:00 PM

Property Swap for Leake Mounds-Etowah RiverWalk Trail

SubCategory:	Easements
Department Name:	Parks and Recreation
Department Summary Recommendation:	During closed session at the City of Cartersville city council meeting on December 20, 2012, City Council gave me authority to offer Walnut Grove Plantation fair market value (\$10,260.00) for parcel #1 and parcel #2 easements. The easements are necessary to complete the trail project. The easements had previously been acquired before GADOT authorization was given. Therefore the city must convey easements back to Walnut Grove Plantation and then reacquire per GADOT procedures. City of Cartersville has now received "Notice to Proceed" with Right of Way acquisition on the TE grant project. The attached documents include: City of Cartersville conveying easement back to Walnut Grove; Walnut Grove Plantation donating Parcel #1 to City of Cartersville for easement for trail; Walnut Grove Plantation donating Parcel #2 to City of Cartersville for easement for trail. I recommend conveying the easement from City of Cartersville to Walnut Grove Plantation, then recommend approval of accepting donated easements from Walnut Grove Plantation to the City of Cartersville for the Leake Mounds-Etowah RiverWalk Link. Although Mrs. Cummings did not want to be thanked publicly, I did give Mrs. Cummings a sincere "Thank You" and told her that she, along with her son and daughter had just given a wonderful gift to the residents of Cartersville and Bartow County and when completed the trails will bring enjoyment for generations to come and again it would not be possible without their generosity.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

**Leake Mounds-Etowah Riverwalk
Trail Link Project
Walnut Grove Plantation
EASEMENT**

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, (hereinafter referred to as "the City") as Grantor does hereby grant and convey unto WALNUT GROVE PLANTATION, INC., as Grantee, its successors and assigns, a permanent easement for the purpose of a public walking trail and related infrastructure to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lots 735, 736, 777, 778, 807 and 808 of the 4th District, 3rd Section of Bartow County, Georgia being more particularly described as follows:

Tract 1

Commencing at Point No. 1000 as indicated on the Right of Way Map for Leake Mounds Trail attached hereto as Exhibit A and incorporated herein by reference for a more particular description thence S 04° 57' 40" W a distance of 35.86' to Point No. 1001, thence from Point No. 1001 along a curve having a radius of 110.00' and an arc length of 7.67', being subtended by a chord bearing S 36° 30' 10" W a distance of 7.67' to Point No. 1025, thence from Point No. 1025 along a curve having a radius of 520.00' and an arc length of 96.33', being subtended by a chord bearing S 43° 48' 31" W a distance of 96.20' to Point No. 1002, thence from Point No. 1002 along a curve having a

radius of 145.00' and an arc length of 125.77', being subtended by a chord bearing S 24° 16' 01" W a distance of 121.87' to Point No. 1003, thence from Point No. 1003 S 00° 34' 55" E a distance of 1028.20' to Point No. 1004, thence from Point No. 1004 N 89° 09' 19" W a distance of 20.01' to Point No. 1005, thence from Point No. 1005 N 00° 34' 55" W a distance of 1027.70' to Point No. 1006, thence from Point No. 1006 along a curve having a radius of 165.00' and an arc length of 143.12', being subtended by a chord bearing N 24° 16' 01" E a distance of 138.67' to Point No. 1007, thence from Point No. 1007 along a curve having a radius of 500.00' and an arc length of 83.28', being subtended by a chord bearing N 44° 20' 40" E a distance of 83.18' to Point No. 1009, thence from Point No. 1009 N 42° 36' 17" E a distance of 1.47' to Point No. 1010, thence from Point No. 1010 N 38° 22' 42" E a distance of 45.43' to Point No. 1000, said Point being the true Point of beginning. Said Easement contains 0.587 acres.

Tract 2

Commencing at Point No. 1011 as indicated on the Right of Way Map for Leake Mounds Trail attached hereto as Exhibit A and incorporated herein by reference for a more particular description thence S 88° 25' 07" E a distance of 30.02' to Point No. 1012, thence from Point No. 1012 S 00° 34' 55" E a distance of 15.26' to Point No. 1013, thence from Point No. 1013 along a curve having a radius of 230.44' and an arc length of 42.66', being subtended by a chord bearing S 04° 43' 19" W a distance of 42.60' to Point No. 1014, thence from Point No. 1014 along a curve having a radius of 90.42' and an arc length of 33.91', being subtended by a chord bearing S 00° 43' 02" E a distance of 33.71' to Point No. 1015, thence from Point No. 1015 S 11° 27' 36" E a distance of 186.26' to Point No. 1016, thence from Point No. 1016 along a curve having a radius of 625.00' and an arc length of 132.45', being subtended by a chord bearing S 17° 31' 52" E a distance of 132.21' to Point No. 1017, thence from Point No. 1017 along a curve having a radius of 515.00' and an arc length of 10.49', being subtended by a chord bearing S 23° 01' 07" E a distance of 10.49' to Point No. 1018, thence from Point No. 1018 S 01° 42' 18" W a distance of 90.79' to Point No. 1019, thence from Point No. 1019 along a curve having a radius of 485.00' and an arc length of 93.13', being subtended by a chord bearing N 18° 06' 04" W a distance of 92.99' to Point No. 1020, thence from Point No. 1020 along a curve having a radius of 655.00' and an arc length of 138.81', being subtended by a chord bearing N 17° 31' 52" W a distance of 138.55' to Point No. 1021, thence from Point No. 1021 N 11° 27' 36" W a distance of 186.26' to Point No. 1022, thence from Point No. 1022 along a curve having a radius of 120.42' and an arc length of 45.15', being subtended by a chord bearing N 00° 43' 02" W a distance of 44.89' to Point No. 1023, thence from Point No. 1023 along a curve having a radius of 200.44' and an arc length of 37.11', being subtended by a chord bearing N 04° 43' 19" E a distance of 37.06' to Point No. 1024, thence from Point No. 1024 N 00° 34' 55" W a distance of 16.39' to Point No. 1011, said Point being the true Point of beginning. Said Easement contains 0.321 acres.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration,

extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

1. In the event that the City ceases to use the trail for public purposes, the easement shall revert to the Grantor or their successor.
2. The City of Cartersville shall indemnify and hold harmless Walnut Grove Plantation from any and all claims resulting from the use or operation of the trail unless caused by Walnut Grove Plantation.
3. No amenities will be allowed on the trail other than signage and rest stations consisting of a bench and trash receptacle.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set hand and seal
this _____ day of _____, 2012.

CITY OF CARTERSVILLE, GEORGIA

BY: _____
Matthew J. Santini
Mayor, City of Cartersville

ATTEST:

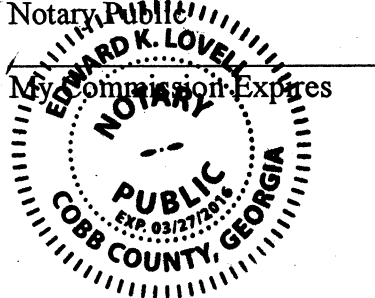
Connie Keeling, City Clerk

Signed, sealed and delivered
in the presence of:

Greg Anderson
Witness

Edward K. Lovell
Notary Public

My Commission Expires



WALNUT GROVE PLANTATION, INC.

BY: Ann Olmstead

Its: President

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

**Leake Mounds-Etowah Riverwalk
Trail Link Project
Walnut Grove Plantation
EASEMENT**

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned WALNUT GROVE PLANTATION, INC. as Grantor does hereby grant and convey unto the CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as "City"), its successors and assigns, a permanent easement for the purpose of a public walking trail and related infrastructure to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lot 778 of the 4th District, 3rd Section of Bartow County, Georgia being described on a survey dated January 15, 2013 prepared by Kevin N. Cooney G.R.L.S. #2980 prepared for the City of Cartersville and recorded in Plat Book ____, Page ____ of the Bartow County Clerk of Superior Court records and being more particularly described as follows:

TRACT 1 – 0.326 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 778 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.326 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF MILNER ROAD (30 FOOT TIGHT-OF-WAY), thence ALONG THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of S 88°25'07" E a distance of 50.47 feet to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of S 88°25'07" E a distance of 30.05 feet to a Point; thence LEAVING THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of S 00°34'55" E a distance of 15.24 feet to a Point; thence in a southerly direction with a non tangent curve turning to the right with a radius of 230.44 feet, having a chord bearing of S 04°43'12" W and a chord distance of 42.62 FEET, and an arc length of 42.68 FEET to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 90.43 feet, having a chord bearing of S 00°43'01" E and a chord distance of 33.71 FEET, and an arc length of 33.91 FEET to a Point; thence with a bearing of S 11°27'36" E a distance of 186.26 feet to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 625.00 feet, having a chord bearing of S 17°31'52" E and a chord distance of 132.21 FEET, and an arc length of 132.46 FEET to a Point; thence in a southeasterly direction with a non tangent curve turning to the right with a radius of 515.00 feet, having a chord bearing of S 23°01'07" E and a chord distance of 10.49 FEET, and an arc length of 10.49 FEET to a Point; thence with a bearing of S 01°42'18" W a distance of 90.79 feet to a Point; thence in a northerly direction with a non tangent curve turning to the left with a radius of 485.00 feet, having a chord bearing of N 17°59'54" W and a chord distance of 91.26 FEET, and an arc length of 91.40 FEET to a Point; thence with a bearing of N 76°15'02" W a distance of 28.63 feet to a Point; thence with a bearing of N 13°44'57" E a distance of 10.00 feet to a Point; thence with a bearing of S 76°15'02" E a distance of 21.12 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 655.00 feet, having a chord bearing of N 17°03'36" W and a chord distance of 127.84 FEET, and an arc length of 128.04 FEET to a Point; thence with a bearing of N 11°27'36" W a distance of 186.26 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 120.43 feet, having a chord bearing of N 00°43'02" W and a chord distance of 44.89 FEET, and an arc length of 45.15 FEET to a Point; thence in a northerly direction with a non tangent curve turning to the left with a radius of 200.44 feet, having a chord bearing of N 04°43'26" E and a chord distance of 37.04 FEET, and an arc length of 37.09 FEET to a Point; thence with a bearing of N 00°41'43" W a distance of 16.41 feet to a Point ON THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD AND THE TRUE POINT OF BEGINNING.

TRACT 2 – 0.094 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 778 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.094 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF MILNER ROAD (30 FOOT TIGHT-OF-WAY), thence ALONG THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of S 88°25'07" E a distance of 90.49 feet to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of S 88°25'07" E a distance of 10.04 feet to a Point; thence with a bearing of S 00°34'55" E a distance of 14.88 feet to a Point; thence in a southerly direction with a non tangent curve turning to the right with a radius of 240.44 feet, having a chord bearing of S 04°43'19" W and a chord distance of 44.45 FEET, and an arc length of 44.51 FEET to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 80.42 feet, having a chord bearing of S 00°43'02" E and a chord distance of 29.98 FEET, and an arc length of 30.16 FEET to a Point; thence with a bearing of S 11°27'36" E a distance of 186.26 feet to a Point; thence in a southerly direction with a tangent curve turning to the left with a radius of 615.00 feet, having a chord bearing of S 17°00'31" E and a chord distance of 118.93 FEET, and an arc length of 119.12 FEET to a Point; thence with a bearing of S 01°35'04" W a distance of 23.99 feet to a Point; thence in a northwesterly direction with a non tangent curve turning to the left with a radius of 515.00 feet, having a chord bearing of N 23°01'07" W and a chord distance of 10.49 FEET, and an arc length of 10.49 FEET to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 625.00 feet, having a chord bearing of N 17°31'52" W and a chord distance of 132.21 FEET, and an arc length of 132.46 FEET to a Point; thence with a bearing of N 11°27'36" W a distance of 186.26 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 90.43 feet, having a chord bearing of N 00°43'01" W and a chord distance of 33.71 FEET, and an arc length of 33.91 FEET to a Point; thence in a northerly direction with a non tangent curve turning to the left with a radius of 230.44 feet, having a chord bearing of N 04°43'12" E and a chord distance of 42.62 FEET, and an arc length of 42.68 FEET to a Point; thence with a bearing of N 00°34'55" W a distance of 15.24 feet to a Point ON THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD AND THE TRUE POINT OF BEGINNING.

TRACT 3 – 0.134 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 778 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.134 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF MILNER ROAD (30 FOOT TIGHT-OF-WAY), thence ALONG THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with

a bearing of S 88°25'07" E a distance of 50.47 feet to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of S 88°25'07" E a distance of 9.97 feet to a Point; thence with a bearing of S 00°41'43" E a distance of 16.41 feet to a Point; thence in a southerly direction with a non tangent curve turning to the right with a radius of 200.44 feet, having a chord bearing of S 04°43'26" W and a chord distance of 37.04 FEET, and an arc length of 37.09 FEET to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 120.43 feet, having a chord bearing of S 00°43'02" E and a chord distance of 44.89 FEET, and an arc length of 45.15 FEET to a Point; thence with a bearing of S 11°27'36" E a distance of 186.26 feet to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 655.00 feet, having a chord bearing of S 17°03'36" E and a chord distance of 127.84 FEET, and an arc length of 128.04 FEET to a Point; thence with a bearing of N 76°15'02" W a distance of 21.12 feet to a Point; thence with a bearing of S 13°44'57" W a distance of 10.00 feet to a Point; thence with a bearing of S 76°15'02" E a distance of 28.63 feet to a Point; thence in a southerly direction with a non tangent curve turning to the right with a radius of 485.00 feet, having a chord bearing of S 17°59'54" E and a chord distance of 91.26 FEET, and an arc length of 91.40 FEET to a Point; thence with a bearing of S 01°42'18" W a distance of 46.53 feet to a Point; thence in a northerly direction with a non tangent curve turning to the left with a radius of 225.93 feet, having a chord bearing of N 11°14'55" W and a chord distance of 10.74 FEET, and an arc length of 10.74 FEET to a Point; thence in a northerly direction with a non tangent curve turning to the left with a radius of 475.00 feet, having a chord bearing of N 15°37'34" W and a chord distance of 118.63 FEET, and an arc length of 118.94 FEET to a Point; thence with a bearing of N 76°15'02" W a distance of 28.53 feet to a Point; thence with a bearing of N 31°12'19" W a distance of 7.22 feet to a Point; thence with a bearing of N 13°45'01" E a distance of 24.89 feet to a Point; thence with a bearing of S 76°15'02" E a distance of 11.67 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 665.00 feet, having a chord bearing of N 16°12'58" W and a chord distance of 110.28 FEET, and an arc length of 110.41 FEET to a Point; thence with a bearing of N 11°27'36" W a distance of 186.26 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 130.42 feet, having a chord bearing of N 00°43'02" W and a chord distance of 48.62 FEET, and an arc length of 48.91 FEET to a Point; thence in a northerly direction with a non tangent curve turning to the left with a radius of 190.44 feet, having a chord bearing of N 04°43'19" E and a chord distance of 35.21 FEET, and an arc length of 35.26 FEET to a Point; thence with a bearing of N 00°34'55" W a distance of 16.77 feet to a Point ON THE SOUTH RIGHT-OF-WAY OF PINE GROVE ROAD AND THE TRUE POINT OF BEGINNING.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

1. In the event that the City ceases to use the trail for public purposes, the easement shall revert to the Grantor or their successor.
2. The City of Cartersville shall indemnify and hold harmless Walnut Grove Plantation from any and all claims resulting from the use or operation of the trail unless caused by Walnut Grove Plantation.
3. No amenities will be allowed on the trail other than signage and rest stations consisting of a bench and trash receptacle.
4. City of Cartersville will erect barrier (fence/landscape) along the easement line on parcel #2, behind existing house.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

**Leake Mounds-Etowah Riverwalk
Trail Link Project
Walnut Grove Plantation
EASEMENT**

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned WALNUT GROVE PLANTATION, INC. as Grantor does hereby grant and convey unto the CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as "City"), its successors and assigns, a permanent easement for the purpose of a public walking trail and related infrastructure to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lots 735 & 778 of the 4th District, 3rd Section of Bartow County, Georgia being described on a survey dated January 15, 2013 prepared by Kevin N. Cooney G.R.L.S. #2980 prepared for the City of Cartersville and recorded in Plat Book ____, Page ____ of the Bartow County Clerk of Superior Court records and being more particularly described as follows:

TRACT 1 – 0.594 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 735 AND 778 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.594 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD (30 FOOT TIGHT-OF-WAY), thence ALONG THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD with a bearing of S 04°57'40" W a distance of 35.86 feet to a Point; thence LEAVING THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD with a bearing of S 36°30'10" W a distance of 7.67 feet to a Point; thence in a southwesterly direction with a non tangent curve turning to the right with a radius of 520.00 feet, having a chord bearing of S 43°48'31" W and a chord distance of 96.19 FEET, and an arc length of 96.33 FEET to a Point; thence in a southwesterly direction with a non tangent curve turning to the left with a radius of 145.00 feet, having a chord bearing of S 42°36'33" W and a chord distance of 32.86 FEET, and an arc length of 32.93 FEET to a Point; thence with a bearing of S 55°52'24" E a distance of 10.01 feet to a Point; thence with a bearing of S 55°52'24" E a distance of 6.91 feet to a Point; thence with a bearing of S 34°07'36" W a distance of 10.00 feet to a Point; thence with a bearing of N 55°52'24" W a distance of 6.91 feet to a Point; thence with a bearing of N 55°52'24" W a distance of 10.01 feet to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 145.00 feet, having a chord bearing of S 15°47'03" W and a chord distance of 81.71 FEET, and an arc length of 82.83 FEET to a Point; thence with a bearing of S 00°34'55" E a distance of 1028.19 feet to a Point ON THE NORTH RIGHT-OF-WAY OF PINE GROVE ROAD (60' RIGHT-OF-WAY); thence ALONG THE NORTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of N 89°09'19" W a distance of 20.01 feet to a Point; thence LEAVING THE NORTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of N 00°34'55" W a distance of 1027.70 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 165.00 feet, having a chord bearing of N 15°54'15" E and a chord distance of 93.65 FEET, and an arc length of 94.95 FEET to a Point; thence with a bearing of N 55°52'24" W a distance of 9.21 feet to a Point ON THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD; thence ALONG THE SOUTHEASETERLY RIGHT-OF-WAY OF CUMMINGS ROAD with a bearing of N 50°54'02" E a distance of 10.44 feet to a Point; thence LEAVING THE SOUTHEASERLY RIGHT-OF-WAY OF CUMMINGS ROAD with a bearing of S 55°52'24" E a distance of 6.20 feet to a Point; thence in a northeasterly direction with a non tangent curve turning to the right with a radius of 165.00 feet, having a chord bearing of N 42°29'22" E and a chord distance of 38.08 FEET, and an arc length of 38.17 FEET to a Point; thence in a northeasterly direction with a tangent curve turning to the left with a radius of 500.00 feet, having a chord bearing of N 44°20'40" E and a chord distance of 83.18 FEET, and an arc length of 83.28 FEET to a Point; thence with a bearing of N 42°36'17" E a distance of 1.47 feet to a Point; thence with a bearing of N 38°22'42" E a distance of 45.43 feet to a Point AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD (30 FOOT TIGHT-OF-WAY) AND THE TRUE POINT OF BEGINNING.

TRACT 2 – 0.029 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 735 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.029 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD (30 FOOT TIGHT-OF-WAY), thence ALONG THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD with a bearing of S 04°57'40" W a distance of 35.86 feet to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence CONTINUING ALONG THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD with a bearing of S 04°57'40" W a distance of 18.48 feet to a Point; thence in a southwesterly direction with a non tangent curve turning to the right with a radius of 530.00 feet, having a chord bearing of S 44°13'36" W and a chord distance of 90.34 FEET, and an arc length of 90.45 FEET to a Point; thence in a southwesterly direction with a non tangent curve turning to the left with a radius of 135.00 feet, having a chord bearing of S 42°40'57" W and a chord distance of 30.25 FEET, and an arc length of 30.31 FEET to a Point; thence with a bearing of N 55°52'24" W a distance of 10.01 feet to a Point; thence in a northeasterly direction with a non tangent curve turning to the right with a radius of 145.00 feet, having a chord bearing of N 42°36'33" E and a chord distance of 32.86 FEET, and an arc length of 32.93 FEET to a Point; thence in a northeasterly direction with a non tangent curve turning to the left with a radius of 520.00 feet, having a chord bearing of N 43°48'31" E and a chord distance of 96.19 FEET, and an arc length of 96.33 FEET to a Point; thence with a bearing of N 36°30'10" E a distance of 7.67 feet to a Point ON THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD AND THE TRUE POINT OF BEGINNING.

TRACT 3 – 0.254 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 735 AND 778 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.254 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD (30 FOOT TIGHT-OF-WAY), thence ALONG THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD with a bearing of S 04°57'40" W a distance of 54.34 feet to a Point; thence in a southwesterly direction with a non tangent curve turning to the right with a radius of 530.00 feet, having a chord bearing of S 44°13'36" W and a chord distance of

90.34 FEET, and an arc length of 90.45 FEET to a Point; thence in a southwesterly direction with a non tangent curve turning to the left with a radius of 135.00 feet, having a chord bearing of S 42°40'57" W and a chord distance of 30.25 FEET, and an arc length of 30.31 FEET to a Point; thence with a bearing of S 34°07'36" W a distance of 10.00 feet to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence in a southerly direction with a curve turning to the left with a radius of 135.00 feet, having a chord bearing of S 15°42'40" W and a chord distance of 75.75 FEET, and an arc length of 76.78 FEET to a Point; thence with a bearing of S 00°34'55" E a distance of 1028.54 feet to a Point ON THE NORTH RIGHT-OF-WAY OF PINE GROVE ROAD (60 FOOT RIGHT-OF-WAY); thence CONTINUING ALONG THE NORTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of N 88°35'52" W a distance of 10.01 feet to a Point; thence LEAVING THE NORTH RIGHT-OF-WAY OF PINE GROVE ROAD with a bearing of N 00°34'55" W a distance of 1028.19 feet to a Point; thence in a northerly direction with a non tangent curve turning to the right with a radius of 145.00 feet, having a chord bearing of N 15°47'03" E and a chord distance of 81.71 FEET, and an arc length of 82.83 FEET to a Point; thence with a bearing of S 55°52'24" E a distance of 10.01 feet to a Point AND THE TRUE POINT OF BEGINNING.

TRACT 4 – 0.017 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 735 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.017 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD (30 FOOT TIGHT-OF-WAY), thence with a bearing of S 38°22'42" W a distance of 45.43 feet to a Point; thence with a bearing of S 42°36'17" W a distance of 1.47 feet to a Point; thence in a southwesterly direction with a non tangent curve turning to the right with a radius of 500.00 feet, having a chord bearing of S 44°20'40" W and a chord distance of 83.18 FEET, and an arc length of 83.28 FEET to a Point; thence in a southwesterly direction with a tangent curve turning to the left with a radius of 165.00 feet, having a chord bearing of S 42°29'22" W and a chord distance of 38.08 FEET, and an arc length of 38.17 FEET to a Point; thence with a bearing of N 55°52'24" W a distance of 6.20 feet to a Point ON THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD; thence ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD with a bearing of S 50°54'02" W a distance of 10.44 feet to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence LEAVING THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD with a bearing of S 55°52'24" E a distance of 9.21 feet to a Point; thence in a southerly direction with a non tangent curve turning to the left with a radius of 165.00 feet, having a chord bearing of S 15°54'15" W and a chord distance of 93.65 FEET, and an arc length

of 94.95 FEET to a Point; thence with a bearing of N 00°34'53" W a distance of 80.29 feet to a Point ON THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD; thence ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD with a bearing of N 51°35'54" E a distance of 24.06 feet to a Point AND THE TRUE POINT OF BEGINNING.

TRACT 5 – 0.002 ACRES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 735 OF THE 4TH DISTRICT, 3RD SECTION, IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, CONTAINING 0.002 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF WALNUT GROVE ROAD (60 FOOT RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF CUMMINGS ROAD (30 FOOT TIGHT-OF-WAY), thence with a bearing of S 38°22'42" W a distance of 45.43 feet to a Point; thence with a bearing of S 42°36'17" W a distance of 1.47 feet to a Point; thence in a southwesterly direction with a non tangent curve turning to the right with a radius of 500.00 feet, having a chord bearing of S 44°20'40" W and a chord distance of 83.18 FEET, and an arc length of 83.28 FEET to a Point AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence in a southwesterly direction with a curve turning to the left with a radius of 165.00 feet, having a chord bearing of S 42°29'22" W and a chord distance of 38.08 FEET, and an arc length of 38.17 FEET to a Point; thence with a bearing of N 55°52'24" W a distance of 6.20 feet to a Point; thence with a bearing of N 51°25'31" E a distance of 39.46 feet to a Point AND THE TRUE POINT OF BEGINNING.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

1. In the event that the City ceases to use the trail for public purposes, the easement shall revert to the Grantor or their successor.
2. The City of Cartersville shall indemnify and hold harmless Walnut Grove Plantation from any and all claims resulting from the use or operation of the trail unless caused by Walnut Grove Plantation.
3. No amenities will be allowed on the trail other than signage and rest stations consisting of a bench and trash receptacle.
4. City of Cartersville will erect barrier (fence/landscape) along the easement line on parcel #2, behind existing house.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

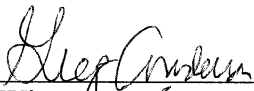
IN WITNESS WHEREOF, the said undersigned has hereunto set hand and seal this ____ day of _____, 2013.

Signed, sealed and delivered
in the presence of:

WALNUT GROVE PLANTATION, INC.

BY: 

Its: 


Witness


Notary Public
My Commission Expires

(Signatures on Next Page)

CITY OF CARTERSVILLE, GEORGIA

BY: _____
Matthew J. Santini
Mayor, City of Cartersville

ATTEST:

Connie Keeling, City Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	7.67	110.00	S36°30'10"W	7.67
C2	96.33	520.00	S43°48'31"W	96.19
C3	32.93	145.00	S42°34'33"W	32.86
C4	82.84	145.00	S15°47'03"W	81.71
C5	94.95	165.00	N15°54'15"E	93.65
C6	38.16	165.00	N42°29'22"E	38.08
C7	83.28	500.00	S44°20'40"E	83.18
C8	90.45	530.00	S44°13'36"W	90.34
C9	30.32	135.00	S42°40'57"W	30.25
C10	76.78	135.00	S15°42'40"W	75.75