



# City of Cartersville

---

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

---

**COUNCILPERSONS:**

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

**AGENDA**

Council Chambers, Third Floor of City Hall– 7:00  
PM – 4/5/2012  
**Work Session – 6:00 PM**

**CITY MANAGER:**

Sam Grove

**CITY ATTORNEY:**

David Archer

**CITY CLERK:**

Connie Keeling

---

**I. Opening of Meeting**

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. March 15, 2012 (Page 3-13)

[Attachments](#)

---

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

1. File #Z12-01: Rezoning application by Steve Cowart (Lee Perkins, representative) for property located at 1120 West Avenue (approximately 2.7 acres) from G-C (General Commercial) to L-I (Light Industrial). (Page 14-27)

[Attachments](#)

---

**C. Second Reading of Ordinances**

1. Amendment to Motor Vehicle and Traffic Ordinance (Page 28-29)

[Attachments](#)

---

**D. Contracts/Agreements**

1. Satisfaction of Subordination Deeds (Page 30-32)

[Attachments](#)

---

2. Transfer of Properties to Habitat (Page 33-43)

[Attachments](#)

---

3. Bartow County Regarding Joint Fire and Emergency Training Facilities (Page 44-55)

[Attachments](#)

---

#### **E. Bid Award/Purchases**

1. Firehouse Web Software Upgrade (Page 56-59)

[Attachments](#)

---

2. Protective Fire Gear Washer Extractor (Page 60-70)

[Attachments](#)

---

3. Puckett Street Sewer Connections (Page 71-74)

[Attachments](#)

---

4. Transformer at Water Treatment Plant (Page 75-77)

[Attachments](#)

---

5. Goodyear Avenue Sewer Tie-in Project (Page 78-81)

[Attachments](#)

---

6. Martin Luther King, Jr. Drive Sewer Replacement (Page 82-84)

[Attachments](#)

---

#### **F. Resolutions**

1. Partial Settlement of the Class Action Lawsuit Against Online Travel Companies (Page 85-112)

[Attachments](#)

---



# City of Cartersville

---

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**March 15, 2012**

---

|                                           |                                                                                                                                 |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Council Meeting Minutes                                                                                                         |
| <b>Department Name:</b>                   | Clerk                                                                                                                           |
| <b>Department Summary Recommendation:</b> | Attached are the minutes for your review and approval.                                                                          |
| <b>City Manager's Remarks:</b>            | Minutes for March 15th City Council meeting have been compiled and reviewed by staff and are now recommended for your approval. |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                 |
| <b>Legal:</b>                             |                                                                                                                                 |
| <b>Associated Information:</b>            |                                                                                                                                 |

---

City Council Meeting  
10 N. Public Square  
March 15, 2012  
6:00 P.M. – Work Session 7:00 P.M.

## **I. Opening Meeting**

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member 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; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney. Dianne Tate, Council Member Ward Five was absent.

## **II. Regular Agenda**

### **A. Council Meeting Minutes**

#### **1. March 1, 2012**

A motion to approve the March 1, 2012 City Council Meeting minutes as presented was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

### **B. Public Hearing – 1<sup>st</sup> Reading of Zoning/Annexation Requests**

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

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

Mannino stated that the Planning Commission recommended approval with the condition that the relocation of the FDC connection must meet the Fire Department requirements.

Mayor Santini opened the floor for a public hearing for zoning. Lee Perkins, representative stated that his client plans to improve the appearance of the building as well as make any changes required by the fire department and has a contract for this property contingent to the zoning. With no further comments Mayor Santini closed the public hearing.

**NO ACTION REQUIRED**

**Ordinance**

**of the**

**City of Cartersville, Georgia**

**Ordinance No.**

**Petition No. Z12-01**

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

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

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 15<sup>th</sup> day of March 2012.**

**ADOPTED this the day of. Second Reading.**

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

**ATTEST:**

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

**C. First Reading of Ordinances**

**1. Amendment to Motor Vehicle and Traffic Ordinance**

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

**NO ACTION REQUIRED**

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

**1.**

**Section 12-1004. Reserved.**

**2.**

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

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 15<sup>th</sup> day of March 2012.**

**Second Reading and Adoption this the 5<sup>th</sup> day of April, 2012.**

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

**ATTEST:**

**/s/ Connie Keeling**

**Connie Keeling**  
**City Clerk**

**D. Appointments**

**1. Development Authority of Cartersville**

Sam Grove, City Manager stated that there are two appointments needed for the Development Authority of Cartersville. The term for Howard Smith will expire on March 20, 2012 and if reappointed his term would be extended to March 20, 2016. Additionally, with the death of Charles Fluellen there is a need to fill his unexpired term which runs until May 11, 2015. Mr. Grove asked council to consider someone to fill this position at a future date.

A motion to approve the reappointment of Howard Smith and name a replacement for Mr. Fluellen at a later date was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

**E. Contracts/Agreements**

**1. Crime Mapping Software**

Tommy Culpepper, Police Chief stated that staff has investigated the use and implementation of a crime mapping software over the past several months. This software would be deployed to aid in identifying “hot spots” of traffic and criminal activity in order to more efficiently use the resources of an agency. Activity would be traceable by date, location, time, crime type, and other factors. The system would also provide mapping indicating hot spots where activity is most concentrated. Chief Culpepper stated that USA Software has provided a quote for a software package through the Omega Group at an initial cost of \$12,200.00 with an annual support fee of \$7,200.00 beginning on the second year of the contract. Chief Culpepper stated that this will be funded through asset forfeiture resulting in no cost to the taxpayers and recommended approval.

A motion to approve the purchase of software from USA Software was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

**2. 2012 Yard Waste**

Bobby Elliott, Public Works Superintendent stated that a bid opening was held for the 2012 Yard Waste Contract. Mr. Elliott stated that two bids were received and recommended the low bid of \$8.00 per ton from Pettit Timber.

A motion to approve the agreement with Pettit Timber was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

**F. Bid Award/Purchases**

### **1. Baseball Netting**

Greg Anderson, Parks and Recreation Superintendent stated that bids were solicited for the purchase and installation of backstop netting for the George Johnson Field and side netting for the Joe Frank Harris and Bill Bruce fields. Mr. Anderson recommended approval of the low bid from South Cover in the amount of \$13,055.20.

A motion to approve the bid from South Cover was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

**(Items 2 & 3 voted as one motion)**

### **2. Cabling, Video Surveillance, Data Services & Equipment**

Dan Porta, Assistant City Manager stated that staff had bid out services and equipment that is needed for the new Public Safety Headquarters and Fire Station #4 which includes cabling, video surveillance, data storage and services, telephones and related equipment that will operate these buildings. A breakdown of the service and equipment is as follows:

- Cabling, Video Surveillance, Access Control – Provided by Telenet Services - \$384,594.00
- Telephones and Telephone Shelf, Etc – Provided by AT&T - \$54,792.00
- Fiber Equipment & Cabling – Provided by City Fiber Dept. - \$20,500.00
- Data Servers and Storage – Provided by Dell - \$126,439.00
- 10 Gig Core & Switches – Provided by Extreme/Carousel - \$107,370.00
- Radios – Provided by Coosa Valley Communications - \$10,315.00

Mr. Porta stated that these purchases of service and equipment total \$704,010.00 which is approximately \$245,000.00 less than the amount budgeted. This equipment will serve both the Public Safety Headquarters and Fire Station #4. Mr. Porta stated that since the city is using the headquarters as our Emergency Operations Center in case of city wide emergencies, some equipment listed is needed to meet EOC requirements. Mr. Porta recommended approval.

### **3. Smart Boards & Projectors from Multi Media Services**

Dan Porta, Assistant City Manager stated that city staff has evaluated smart boards and projectors for the new Public Safety Headquarters, which will be used in the Police and Fire Department training rooms and in the Emergency Operation Center/Large Training Room. Mr. Porta stated that the best product is from Multi Media Services at a total cost of \$37,314.71 (from the State of GA Purchasing Contract) and recommended approval.

A motion to approve all items as recommended was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

### **4. Purchase of Replacement Mixers at Water Pollution Control Plant**

Ed Mullinax, Assistant Water Superintendent stated that two underwater mixers in the premix tank at the wastewater plant have stopped working and need to be replaced. Mr. Mullinax stated that the mixers are necessary for the process at the wastewater plant which attach to the poles that are mounted from the sidewalk to the bottom of the tank and the mixers slide down the poles into the water. Mr. Mullinax stated that due to the increased costs they will only be replacing the Flygt pumps, which are original equipment, from Xylem Water Solutions USA, Inc. in the amount of \$24,088.32 and recommended approval.

A motion to approve the purchase from Xylem Water Solutions USA, Inc. was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

#### **5. Repair Main Street Water Boost Pump Station**

Ed Mullinax, Assistant Water Superintendent stated that bids were accepted to repair the booster pump station on Main Street. This pump station has been running continuously for 9 years and is in need of repairs. Mr. Mullinax recommended the bid from Templeton & Associates in the amount of \$10,240.00. Mr. Mullinax stated that this bid is \$89.00 above the low bidder; however felt that the factory representative would be more familiar with the equipment and give a better warranty and recommended approval.

A motion to approve the purchase from Templeton & Associates was made by Council Member McDaniel and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

#### **6. Replacement of Stock Items at Distribution and Collections**

Ed Mullinax, Assistant Water Superintendent stated that bids were accepted for stock replacement and recommended the low bid from Kendall Municipal in the amount of \$8,594.00.

A motion to approve the purchase from Kendall Municipal was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there was one item that needed to be added to the agenda at this time. A motion to add an item to the agenda was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

### **G. Added Item**

#### **1. Generator Repair at the Water Treatment Plant**

Ed Mullinax, Assistant Water Superintendent stated that the standby generators at the Water Plant would not start when they were tested. Prime Power Services, Inc. from Atlanta found the problem in a large breaker that was mechanically malfunctioning. The total price for

trouble shooting, removal, repair, testing, and reinstallation is \$9,051.92 and Mr. Mullinax recommended approval.

A motion to approve the repairs by Prime Power Services, Inc. was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

## **H. Other**

### **1. Library Reimbursement Request**

Tom Rhinehart, Finance Director stated that the Cartersville/Bartow County Library has submitted a request to be reimbursed from the impact fee fund in the amount of \$15,813.34. The current balance of this fund earmarked for the library is \$29,393.45. If approved it will leave a balance earmarked for the library of \$13,580.11 and Mr. Rhinehart recommended approval.

A motion to approve Library Reimbursement Request was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

## **J. Surplus Equipment**

### **1. Surplus Equipment**

Tom Rhinehart, Finance Director presented council with a list of surplus equipment and items from various city departments. Mr. Rhinehart stated that once council declares these items as surplus the city will post them on the GovDeals website. Mr. Rhinehart recommended approval.

A motion to approve these items to be declared surplus was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

## **I. Monthly Financial Statement**

### **1. January 2012**

Tom Rhinehart, Finance Director, presented the January 2012 monthly financial statement with comparisons from the previous year of January 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 January 2012.

## **J. Removal of Tabled Item**

### **1. Amendment to Utilities Ordinance Regarding Electric Rates.**

Mayor Santini stated that he would like to remove this item from the agenda. At this time staff and council are still gathering information and will bring this time back to the table at a later

date.

A motion to remove this item from the agenda was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Mayor Santini stated that there were two additional items to be added to the agenda. A motion to add the items to the agenda was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

## **K. Added Items**

### **1. Southern Yarn Dyers.**

Dan Porta, Assistant City Manager stated that in January there was an incident that stirred up the manganese in the city water causing Southern Yarn Dyers to suffer a lost in production. Travelers Insurance has denied the claim however, since the amount falls within the city's deductible Mr. Porta is recommending that the city pay the amount of \$6,321.58 to Southern Yarn Dyers.

A motion to approve the payment to Southern Yarn Dyers was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

### **2. Freeport Resolution**

Sam Grove, City Manager stated that on March 12, 2012 the Cartersville School Board passed a resolution supporting council's action to increase the Freeport Advalorum Taxation Rate from 20% to 40% as allowed by law. Mr. Grove stated that approval of this increase and the passage of the resolution would set this to go into effect January 1, 2013 and recommended approval.

A motion to approve Resolution No. 05-12 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

### **Resolution No. 05-12**

**WHEREAS, on Tuesday, June 17, 2003 pursuant to the provisions of O.C.G.A. §48-5-48.2, a referendum was held in the City of Cartersville, Georgia, known as the Freeport Referendum, regarding the exemption of certain property from ad valorem taxation as described in the aforementioned provisions; and**

**WHEREAS, the electors of the City of Cartersville, Georgia have approved in said Referendum the exemption of all three classes of inventory described in the aforementioned provisions, namely:**

- a. Inventory of goods in the process of manufacture or production which shall include all partly finished goods and raw materials held for direct use or**

consumption in the ordinary course of the taxpayer's manufacturing or production business in this State.

- b. Inventory of finished goods manufactured or produce in this State in the ordinary course of the taxpayer's manufacturing or production business when held by the original manufacturer or producer of such finished goods, and
- c. Inventory of finished goods which, on January 1, are stored in a warehouse, dock, or wharf, whether public or private, and which are destined for a shipment to a final destination outside this State and inventory of finished goods which are shipped into this State from outside this State and store for transshipment to a final destination outside this State.

WHEREAS, the governing authority of the City of Cartersville, Georgia wishes to implement the exemptions approved by the voters as hereinbefore described.

WHEREAS, by Resolution No. 23-03 dated July 17, 2003, the Mayor and Council resolved that all three classes of inventory described above be hereby exempt from ad valorem taxation at the rate of twenty (20%) percent of the value of said property as defined in O.C.G.A. §48-5-48.2, with said exemptions commencing January 1.

NOW THEREFORE by it hereby resolved by the Mayor and City Council that commencing January 1, 2013, said ad valorem taxation for all three classes of inventory described above is to be increased twenty percent (20%) and be hereby exempt at the rate of forty percent (40%) of the value of said property as defined in O.C.G.A. § 48-5-48.2, with said exemptions commencing January 1, 2013; and the Mayor is further directed to immediately transmit a certified copy of this Resolution to the Georgia State Revenue Commissioner and the Bartow County Tax Commissioner.

**BE IT AND IT IS HEREBY RESOLVED.**

This the 15<sup>th</sup> day of February, 2012.

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

**ATTEST:**

/s/ Connie Keeling  
Connie Keeling  
City Clerk

After announcements motion to adjourn the meeting was made by Council Member Hodge and needing no second. Motion carried unanimously. Vote 5-0

**Meeting Adjourned**

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:

/s/ \_\_\_\_\_  
Connie Keeling  
City Clerk



# City of Cartersville

City Council Meeting

4/5/2012 7:00:00 PM

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

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Public Hearing - 2nd Reading of Zoning/Annexation Requests                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Summary Recommendation:</b> | The subject tract is located at 1120 West Avenue, near the intersection with Douthit Ferry Road. The property includes a structure originally built for an industrial operation in approximately 1986, when the property was zoned industrial. After the zoning map changes in the mid-1990s, the property was designated as L-I (Light Industrial). In 2006, after the building had become vacant, the property was rezoned from L-I to G-C (General Commercial) for potential commercial use. However, the building has now remained vacant for approximately 10 years. The applicant seeks to rezone the property from G-C back to its previous zoning L-I to allow for the structure to be used by Steel Materials Inc (Bartow County resident Steve Cowart is owner) for steel and metal fabrication and for the sale of steel fabricated items. Planning Commission recommended approval with the condition that the relocation of the FDC connection must meet Fire department requirements. |
| <b>City Manager's Remarks:</b>            | This rezone has been recommended for your approval by the Planning Commission subject to a condition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## ***ZONING SYNOPSIS***

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

### ***APPLICANT INFORMATION AND PROPERTY DESCRIPTION***

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

#### ***Site Characteristics:***

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

### ***LAND USE INFORMATION***

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

Current Zoning of Adjacent Property:

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

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

## ***ZONING ANALYSIS***

### **City Departments Reviews**

#### **Water and Sewer:**

No objections.

#### **Public Works:**

No objections.

#### **Gas:**

No objections.

#### **Electric:**

No objections.

#### **Fire:**

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

#### **Police:**

No comments.

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

**STANDARDS FOR EXERCISE OF ZONING POWERS.**

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

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

**STAFF RECOMMENDATION**

Staff has no objections.

**PLANNING COMMISSION RECOMMENDATION:**

Approval with the following condition:

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

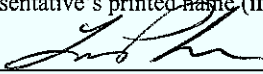
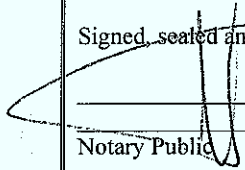
## Application for Rezoning

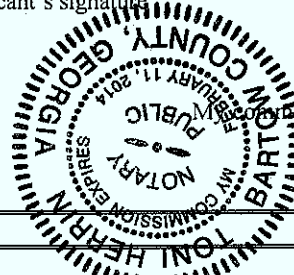
Planning and Development Department  
10 North Public Square  
City of Cartersville  
(770) 387-5600

*Paid \$400  
1-31-12*

Application Number 712-01

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

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



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

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

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



Adam H. Oates  
First Vice President

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

January 30, 2012

To Whom it May Concern:

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

CRM Central Properties, LLC

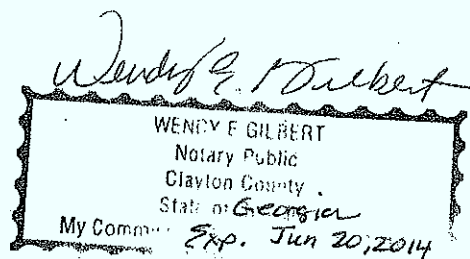
By: CRM Properties Manager, LLC, its sole member

By: Adam Oates

Name: Adam Oates

Its: Vice President

DATED: 1/30/12



Steve Cowart  
1120 West Ave.

#### Reason for Rezoning Request

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

**F. Lee Perkins**

---

**Subject:** FW: 1120 West Ave. Rezone

---

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

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

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

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

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

Thank you.

**Richard Osborne, AICP**  
City Planner  
Cartersville Planning & Development  
770-387-5614  
Fax 770-387-5605  
[www.cityofcartersville.org](http://www.cityofcartersville.org)

---



March 6, 2012

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

Dear Mr. Osborne:

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

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

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

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

Yours truly,

Neal Judd  
BV 9-11, LLC

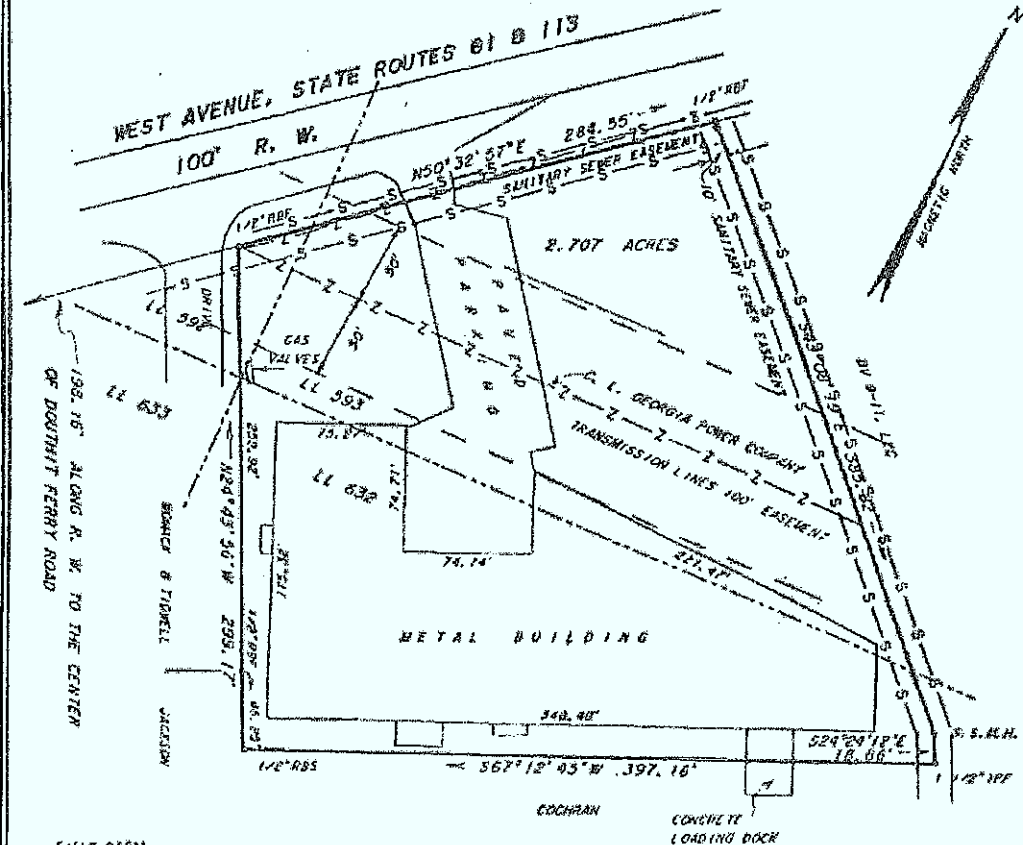
32 Blue Heron Point  
Hilton Head Island, SC 29926

# SURVEY

SURVEYED FOR

**GEORGE E. SHROPSHIRE**

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



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

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

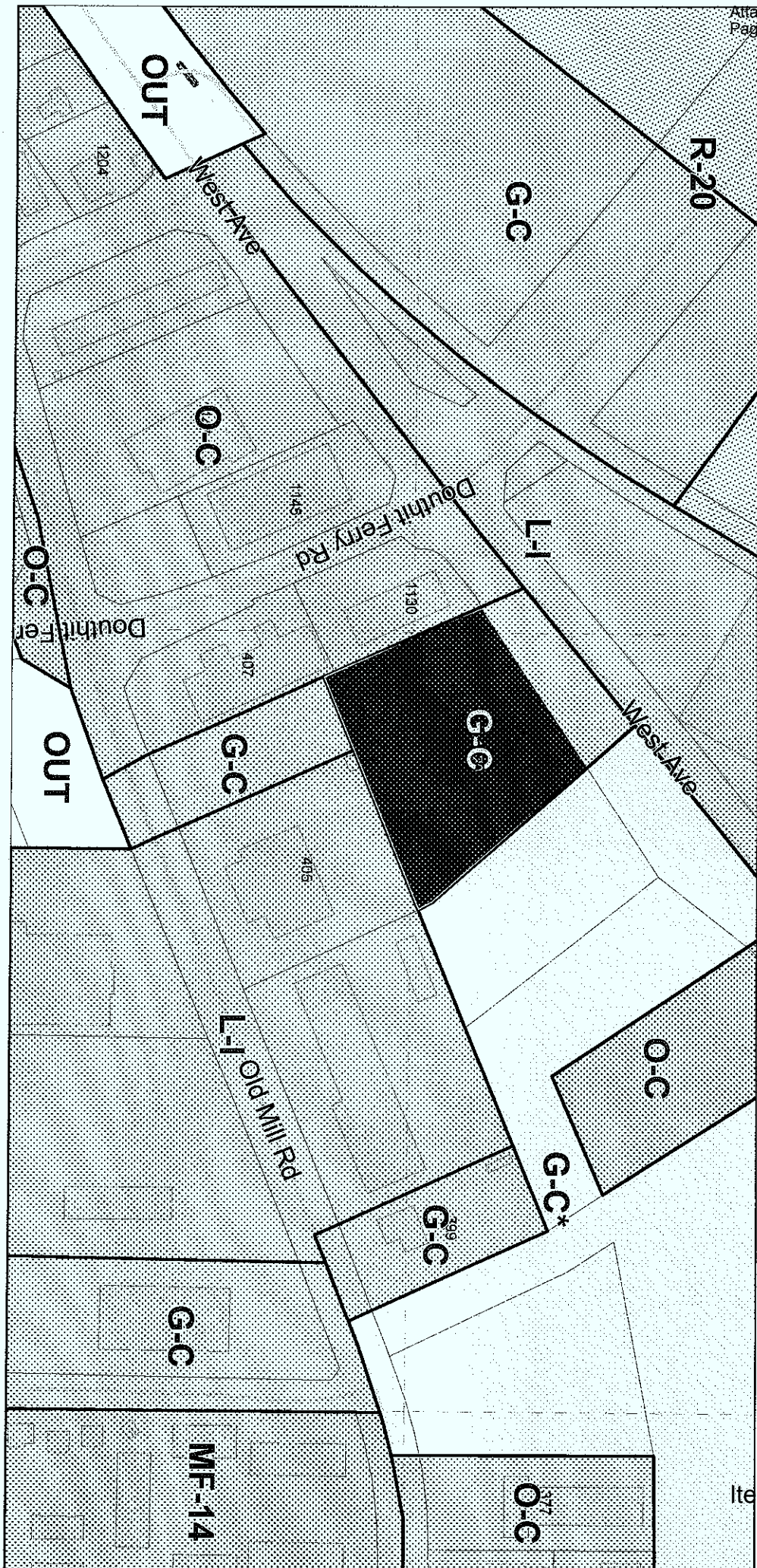
ENTERT & KNIGHT LAND SURVEYORS  
177 ROYLAND SPRINGS ROAD, S. E.  
CARTERSVILLE, GEORGIA 30121  
TELEPHONE (770) 388-7070  
OR (770) 330-6804



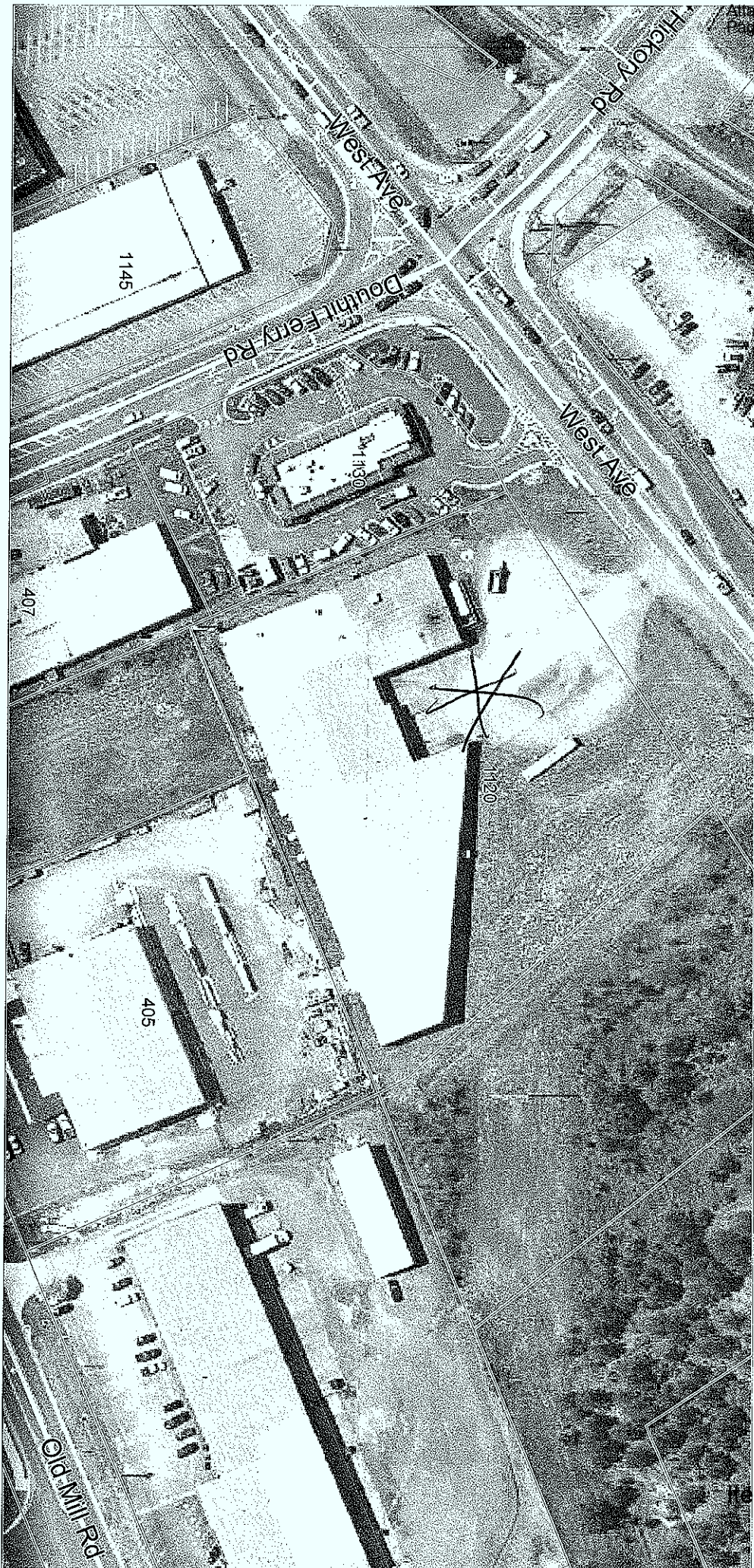
*John R. Knight*



# 1120 West Ave - rezoning case Z12-01



# 1120 West Ave - rezoning case Z12-01





# City of Cartersville

PLANNING AND DEVELOPMENT

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

Telephone: 770-387-5600 • Fax: 770-387-5605 • [www.cityofcartersville.org](http://www.cityofcartersville.org)

File # **Z12-01**

## **DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL**

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

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

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

1. A Property interest in any real property affected by a rezoning request.  
Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.
  
2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If the answer is Yes, please disclose the nature and extent of such interest.
  
3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.  
Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is Yes, please disclose the nature and extent of such interest.

\_\_\_\_\_  
TITLE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Amendment to Motor Vehicle and Traffic Ordinance**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Second Reading of Ordinances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | <p>TO : Sam Grove, City Manager<br/>FROM : T.N. Culpepper, Chief of Police<br/>DATE : March 9, 2012<br/>SUBJECT : Ordinance Change</p> <p>While reviewing the recent draft up-date of the Municipal Code of Ordinances, I discovered that Section 12-1004 pertaining to the No Left Turn at the U.S. Post Office on Church Street was still included. As the U.S. Post Office is no longer located on Church Street and the volume of traffic is subsequently reduced significantly, I would suggest that this section be removed pending input from the City Attorney, Public Works and the general public.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of this change is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Legal:</b>                             | Ordinance prepared by City Attorney's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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

**1.**

Section 12-1004. Reserved.

**2.**

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

**BE IT AND IT IS HEREBY ORDAINED.**

First Reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Second Reading and Adoption this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:

/s/ \_\_\_\_\_  
Connie Keeling  
City Clerk



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Satisfaction of Subordination Deeds**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   | Planning and Development                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Summary Recommendation:</b> | Two of our first time home buyers, Larry Ahlers and Stormy L. Townsend have completed their obligations for down payment assistance by maintaining residence in these homes for five (5) years. The forgivable loan on these properties is satisfied. The attached Satisfaction of Subordination Deeds need to be approved in order for them to clear the title to their homes. Your approval of this agreement is requested. |
| <b>City Manager's Remarks:</b>            | Approval of the Satisfaction of Subordinantion of Deed is recommended for your approval.                                                                                                                                                                                                                                                                                                                                      |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                               |

Prepared by and return to:  
Archer & Lovell  
P.O. Box 1024  
Cartersville, GA 30120

**Cross Reference Deed Book 2149, Page 830-837**

**SATISFACTION OF SUBORDINATE DEED TO  
SECURE DEBT, RESTRICTIVE COVENANT,  
AND SECURITY AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that CITY OF CARTERSVILLE (hereinafter "Lender"), whose post office address is P.O. Box 1390, CARTERSVILLE, GA 30120, is the owners(s) and holder(s) of a certain Subordinate Deed to Secure Debt, Restrictive Covenant and Security Agreement given by LARRY B. AHLERS a/k/a L. BRYAN AHLERS in the amount of \$10,000.00, and recorded on January 11, 2007 in Deed Book 2149, Pages 830-837 of the Office of the Clerk of Bartow County, Georgia. Said Subordinate Deed to Secure Debt, Restrictive Covenant and Security Agreement is an encumbrance upon the real property located at 14 Birch Way, Cartersville, Georgia 30120 and more particularly described as follows, to wit:

**All that tract or parcel of land lying and being in Land Lot 240, of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia and being Lot 27, Wildwood Estates, as shown on Plat Recorded in Plat Book 3, Page 35 of the Bartow County, Georgia records, which Plat by reference is incorporated herein.**

**A/K/A 14 Birch Way, Cartersville, GA 30120**

and Lender by this instrument, hereby acknowledges full payment and satisfaction of the Subordinate Deed to Secure Debt, Restrictive Covenant and Security Agreement and directs Bartow County, Georgia to release same of record.

**IN WITNESS THEREOF**, the undersigned has hereunto set their hand and Seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, sealed and delivered  
in the presence of:

**CITY OF CARTERSVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Notary Public

ATTEST:

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Connie Keeling, Clerk

Prepared by and return to:  
Archer & Lovell  
P.O. Box 1024  
Cartersville, GA 30120

**Cross Reference Deed Book 2171, Page 370-379**

**SATISFACTION OF SUBORDINATE DEED TO  
SECURE DEBT, RESTRICTIVE COVENANT,  
AND SECURITY AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that CITY OF CARTERSVILLE (hereinafter "Lender"), whose post office address is P.O. Box 1390, CARTERSVILLE, GA 30120, is the owners(s) and holder(s) of a certain Subordinate Deed to Secure Debt, Restrictive Covenant and Security Agreement given by STORMY L. TOWNSEND in the amount of \$10,000.00, and recorded on March 19, 2007 in Deed Book 2171, Pages 370-379 of the Office of the Clerk of Bartow County, Georgia. Said Subordinate Deed to Secure Debt, Restrictive Covenant and Security Agreement is an encumbrance upon the real property located at 86 Pointe North Dr., Cartersville, Georgia 30120 and more particularly described as follows, to wit:

**All that tract or parcel of land lying and being in Land Lots 165 and 166 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia and being Lot 24 of Pointe North, Phase 2, as shown on Plat Recorded in Plat Book 43, Page 292 of the Bartow County, Georgia records, which Plat by reference is incorporated herein.**

**A/K/A 86 Pointe North Dr., Cartersville, GA 30120**

and Lender by this instrument, hereby acknowledges full payment and satisfaction of the Subordinate Deed to Secure Debt, Restrictive Covenant and Security Agreement and directs Bartow County, Georgia to release same of record.

**IN WITNESS THEREOF**, the undersigned has hereunto set their hand and Seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, sealed and delivered  
in the presence of:

**CITY OF CARTERSVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Notary Public

ATTEST:

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Connie Keeling, Clerk



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Transfer of Properties to Habitat**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Department Name:</b>                   | City Manager's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Summary Recommendation:</b> | <p>The City recently purchased two properties for the Habitat project. Now that the structures have been demolished, we need to transfer the ownership of the properties to Habitat. In addition to transferring the properties, we will be issuing two construction loans to build the new homes (each loan is for \$75,712). The properties were purchased using funds from the 2009 CDBG Supplemental Disaster grant, and the same funds are covering all construction costs as well. Your approval of the transfer, along with the issuance of a construction loans for these two properties is recommended.</p> |
| <b>City Manager's Remarks:</b>            | Transfer of these properties to Habitat now that they are completed is needed and recommended for your approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Associated Information:</b>            | SAVE and E-Verify for Habitat is on File                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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

Attachment number 1  
Page 1 of 10

**QUITCLAIM DEED**

**STATE OF GEORGIA**  
**COUNTY OF BARTOW**

**FILE #: 311219**

**THIS INDENTURE**, Made the \_\_\_\_ day of \_\_\_\_\_, **2012**, 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 and being in the **City of Cartersville, Bartow County, Georgia; and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.**

**And being presently known as 23 Fairview Street, 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)**

\$75,712.00

Cartersville, Georgia

\_\_\_\_\_, 2012

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 Seven Hundred Twelve and 00/100 (\$75,712.00) 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 June 1, 2012** with a continuing until the entire principal of the loan, minus the three percent (3%), has been paid. Attachment number 1  
Page 2 of 10

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 **23 Fairview Street, 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 estop 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)

**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 \_\_\_\_\_, 2012, 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 Seven Hundred Twelve and 00/100 (\$75,712.00) 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 and being in the City of **Cartersville, Bartow County, Georgia**; and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

**And being presently known as 23 Fairview Street, 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 \_\_\_\_\_.

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.

Attachment number 1  
Page 4 of 10

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.

Attachment number 1  
Page 5 of 10

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**

Attachment number 1  
Page 6 of 10

**QUITCLAIM DEED**

**STATE OF GEORGIA**  
**COUNTY OF BARTOW**

**FILE #: 311219**

**THIS INDENTURE**, Made the \_\_\_\_ day of \_\_\_\_\_, **2011**, 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 and being in the **City of Cartersville, Bartow County, Georgia; and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.**

**And being presently known as 145 Douglas Street, 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)**

**\$75,712.00**

Cartersville, Georgia

\_\_\_\_\_, 2012

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 Seven Hundred Twelve and 00/100 (\$75,712.00) 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 June 1, 2012** with a continuing until the entire principal of the loan, minus the three percent (3%), has been paid. Attachment number 1

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 **145 Douglas Street, 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 estop 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)

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

Attachment number 1  
Page 8 of 10

STATE OF GEORGIA  
COUNTY OF BARTOW

**DEED TO SECURE DEBT**

**THIS INDENTURE**, is made on \_\_\_\_\_, 2012, 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 Seven Hundred Twelve and 00/100 (\$75,712.00) 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 and being in the City of Cartersville, Bartow County, Georgia; and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.**

**And being presently known as 145 Douglas Street, 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 \_\_\_\_\_.

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_



# City of Cartersville

**City Council Meeting**

**4/5/2012 7:00:00 PM**

**Bartow County Regarding Joint Fire and Emergency Services Training Facilities**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Summary Recommendation:</b> | This is an agreement between the City of Cartersville and Bartow County concerning the operations and maintenance of the Fire Training facility located at 180 Paga Mine Road. This was a jointly constructed project between the two governments that was funded from the 2003 SPLOST and is utilized by the City of Cartersville Fire Department and Bartow County Fire Department. This agreement has been reviewed and approved by City and County legal staff and was signed and approved by Bartow County Commissioner Clarence Brown on March 7, 2012. |
| <b>City Manager's Remarks:</b>            | Your approval of this agreement is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Legal:</b>                             | Reviewed by City Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Associated Information:</b>            | E-Verify and SAVE documents attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

STATE OF GEORGIA

COUNTY OF BARTOW

JOINT FIRE and EMERGENCY SERVICES TRAINING FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Bartow County, a political subdivision of the State of Georgia hereinafter referred to as "County", and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County and City identified a mutual need to establish a new Fire and Emergency Services training center with updated equipment, as part of the joint public safety training facilities (here after referred to as training facilities) to be funded from the proceeds of a Special Purpose Local Options Sales Tax (SPLOST) approved by the citizens of Bartow County by a referendum passed in November 2002 (collections began in April 2003 and is generally known as the 2003 SPLOST); and

WHEREAS, County and City agreed to share the cost of the equipment and facilities to provide a new training facility complex, which has been constructed on City/County owned property located at 180 Paga Mine Rd. Also, the County and City have utilized their respective public works and other staff in the construction of said facility in conjunction with Samples Construction and Pond & Associates; and

WHEREAS, the parties agree that the facilities for the firing range are located on Jointly owned real property, and the training facilities located thereon are personal property jointly owned by the City and County; and

WHEREAS, County and City desire to contract one with the other for the purpose of setting out the provisions of the joint use of the new training facilities; and

WHEREAS, Pursuant Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the parties may contract with one another for the provision of services for any period not exceeding fifty (50) years, and

WHEREAS, County and City deem it to be in the best interest of the citizens of Bartow County and the City of Cartersville that this Agreement be entered into; and

WHEREAS, the Commissioner of Bartow County has reviewed this Agreement and has adopted a resolution authorizing him to execute it on behalf of County; and the City Council of Cartersville, at the regular meeting of the City Council, has reviewed this Agreement and authorized its Mayor and City Clerk to execute the Agreement.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, it is agreed as follows:

1.

There is joint ownership of the property where the Public Safety Training Center is located. Exhibit "A" attached hereto and incorporated herein by reference containing approximately 12.008 acres at a purchase price of \$ 120,080.00. Title to the property shall remain in the name of the Joint Ownership.

2.

County and City agree to share access to said training facilities. for the joint use of the Cartersville Fire Department and the Bartow County Fire Department for all approved and mandated certification training and practice in the use and care of fire and emergency response and related equipment; and for all other activities which are allowed to be conducted at said facilities, by said agencies.

3.

Only employees, individuals, or representatives as authorized or designated by Bartow County shall be permitted to use said facilities on behalf of County, and only employees, individuals and representatives authorized or designated by the City of Cartersville shall be permitted to use said facilities on behalf of City.

4

The Fire Chief for Bartow County and the Fire Chief for the City of Cartersville will establish a schedule for staffing as needed. Any maintenance of the facility conducted by County and/or Municipality, parties shall share one-half the cost and expense of the maintenance of the Training Facilities and utility cost, and for the cost and expense of equipment repair and replacement. This is to include insurance coverage for property and structures. There shall be one policy holder based on lowest price with both parties responsible at 50% of total for annual premiums and applicable deductibles. Any future construction or changes that would affect section 9 paragraph c shall be agreed upon by both City and County in writing and added as future attachments to this original document.

5

To the extent as provided by law the County will agree to indemnify and hold harmless City from any and all claims, actions, damage cost and suits caused by or resulting from the actions and/or use of said facilities by its employees, representatives, and invitees of the County and the Bartow County Fire Department; and likewise, City will agree to indemnify and hold harmless, the County from any and all claims, actions, costs and suits caused by or resulting from the actions and/or use of an employee, representative, or invitees of the City.

6.

In the event of any claim, suit action or damages resulting involving or resulting from the joint use of the facilities, by the County and City employees, representatives and invitees of

County and City, then both parties agree to be jointly responsible for the payment of any cost, or damages as a result of claims, suits and actions, arising from the joint use of the facilities.

7.

This Agreement shall commence on the date of its execution by the parties and terminate 50 years from the date of its commencement, unless otherwise terminated as set forth below.

8.

In the event either party shall decide to terminate this Agreement before its stated date of expiration, the Agreement may be terminated by the mutual consent of Municipality and County upon the terms and conditions as may be agreed upon.

9.

If either party seeks to terminate the agreement and the parties cannot agree to the terms and conditions for a fair settlement for termination; then the following terms and conditions shall apply.

- a. The parties agree that the cost of construction of the joint training facilities, including in-kind contributions, and land cost is: \$2,500,000.00
- b. The City and County agrees that the each party contributed one-half (1/2) of said cost of construction, equaling (hereinafter "Base Cost).
- c. Any future capital improvements, expansion or construction of additional structures or facilities, at a cost of greater than \$5000.00, after the execution of this document, which value shall be added to the Base Cost prorated from the time of completion to the final expiration date of this original agreement.
- d. Agreeing that the term of this Agreement is 50 years, if either party desires to terminate the Agreement, the remaining party shall pay to the other a pro-rated amount of the Base Cost, as indicated below:
  - i. If this Agreement is terminated in the first year, the remaining party shall pay an amount equal to the Base Cost For the purpose of the formula herein year one of the Agreement shall be 2012.
  - ii. If the Agreement is terminated after the first year, the remaining party shall pay the other an amount equal to the Base Actual Cost minus 1/50<sup>th</sup> (or 2%) of the Base Actual Cost for each year the Agreement has been in force.
  - iii. An example of the reduction of payment of cost shall be:

Year of Termination

|        |                     |
|--------|---------------------|
| Year 1 | 100% of Actual Cost |
| Year 2 | 98% of Actual Cost  |

|        |                    |
|--------|--------------------|
| Year 3 | 96% of Actual Cost |
| Year 4 | 94% of Actual Cost |

10.

Time is of the essence in the performance of this Agreement.

11.

This Agreement contains all of the terms and conditions and represents the entire understanding of the parties. Any changes, alterations, or modifications of this Agreement shall be invalid, unless made by amendment in writing, expressing the mutual consent of the parties to any such changes, alterations and modifications.

IN WITNESS WHEREOF, County and City have caused this Agreement to be fully executed by their proper authorities and attested with their official seals affixed hereto, as set forth in triplicate originals.

CITY OF CARTERSVILLE

BARTOW COUNTY

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
COMMISSIONER

ATTEST: \_\_\_\_\_  
CITY CLERK

ATTEST: \_\_\_\_\_  
COUNTY CLERK

EXHIBIT A  
Legal Description

DOC# 005935  
FILED IN OFFICE  
05/12/2009 03:04 PM  
BK:2362 PG:316-317  
GARY BELL  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

*Gary Bell*

REAL ESTATE TRANSFER T  
AX  
PAID: \$0.00

RETURN TO:  
H. BOYD PETTIT, III  
P.O. BOX 1178  
CARTERSVILLE, GEORGIA 30120  
(404) 382-9592

PT. Ltr. 008-2009-001823

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF BARTOW

THIS INDENTURE, made as of the 28<sup>th</sup> day of April, in the year of our Lord Two Thousand Nine between **BARTOW COUNTY**, a Political Subdivision of the State of Georgia, party of the first part, (Grantor) and **CITY OF CARTERSVILLE**, a Municipal Corporation of the State of Georgia of the second part (Grantee).

WITNESSETH; that the said party of the first part, for and in consideration of Ten (\$10) Dollars, and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described property, to wit:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO:

ALL THAT TRACT AND PARCEL OF LAND lying and being in Land Lots 767, 768, 745 and 746 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin placed on the west right of way margin of Paga Mine Road (40' R/W) said iron pin being located a distance of 2116.18 feet, more or less, in a northerly direction along said right of way margin from where said right of way margin of Paga Mine Road (40' R/W) intersects with the north land lot line of Land Lot 818, said iron pin being the True Point of Beginning; from said True Point of Beginning and leaving said right of way margin of Paga Mine Road run thence North 88 degrees 34 minutes 31 seconds West a distance of 654.14 feet to an iron pin placed; continue North 87 degrees 18 minutes 36 seconds West a distance of 476.33 feet to an iron pin placed; thence run North 02 degrees 47 minutes 59 seconds East a distance of 185.19 feet to an iron pin placed; thence run North 47 degrees 06 minutes 44 seconds East a distance of 75.46 feet to an iron pin placed; thence run North 01 degree 31 minutes 36 seconds East a distance of 240.76 feet to an iron pin placed; thence run North 36 degrees 19 minutes 07 seconds East a distance of 168.07 feet to an iron pin placed; thence run North 89 degrees 06 minutes 27 seconds East a distance of 389.28 feet to an iron pin placed; thence run South 38 degrees 39 minutes 41 seconds East a distance of 394.52 feet to an iron pin placed; thence run South 61 degrees 24 minutes 05 seconds East a distance of 128.82 feet to an iron pin placed; thence run South 60 degrees 43 minutes 07 seconds East

BK:2362 PG:317

a distance of 312.63 feet to an iron pin placed along the west right of way margin of Paga Mine Road (40' R/W); thence run along the west right of way margin of Paga Mine Road in a generally Southeasterly direction along the arc of a curve a length of 13.26 feet to a point (said curve having a radius of 139.28 feet and being subtended by a chord with a bearing South 53 degrees 41 minutes 11 seconds West a distance of 13.27); continue along right of way margin in a generally Southeasterly direction along the arc of a curve a length of 138.7 feet to a point (said curve having a radius of 139.28 feet and being subtended by a chord with a bearing South 27 degrees 53 minutes 07 seconds West a distance of 133.05); continue along said right of way margin South 00 degrees 38 minutes 46 seconds East a distance of 16.89 feet to an iron pin placed and the True Point of Beginning.

The above described property contains 12.008 acres, more or less, as shown by Plat prepared for City of Cartersville by William C. Smith, Registered Land Surveyor Number 1803 dated June 6, 2008, June 9, 2008; revised October 14, 2008, revised October 30, 2008 and revised April 23, 2009, recorded in Plat Book 70, Page 91, Bartow County Deed Records. Reference being made to said plat for a more perfect description of subject property herein conveyed.

Grantor herein specifically reserves a 50' Utility Easement adjacent to Paga Mine Road (40' R/W) as shown on the above survey.

Said undivided one-half interest in the 12.008 acres, more or less, is for jointly owned public safety training facilities and being a PORTION of that certain property acquired by Bartow County in deeds dated November 2, 2007, recorded in Deed Book 2246, Pages 567 and 573, and being a PORTION of that certain property acquired by Bartow County in deed dated April 26, 1996, recorded in Deed Book 948, Page 136 Bartow County, Georgia Records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restriction of record affecting said described property.

TO HAVE AND TO HOLD said described property unto the said CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia, its successors and assigns, forever in fee simple with full warranty of title, and said undersigned will forever defend the title to said property against the lawful claims of all persons whomsoever.

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

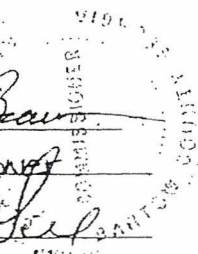
Signed, sealed and delivered  
in the presence of:

Annette Cochran  
WITNESS



BARTOW COUNTY

BY: Clarence Brown  
TITLE: Commissioner  
ATTEST: Kathy Neal  
TITLE: County Clerk



SURVEY FOR  
CITY OF CARTERSVILLE  
PROPERTY IN THE CITY OF CARTERSVILLE  
IN LAND LOTS 767 & 768  
AND IN LAND LOTS 745 & 746  
4th DISTRICT, 3rd SECTION  
BARTOW COUNTY, GEORGIA  
TOTAL AREA = 12.008 ACRES

INSERT NOT  
TO SCALE

50' UTILITY EASEMENT

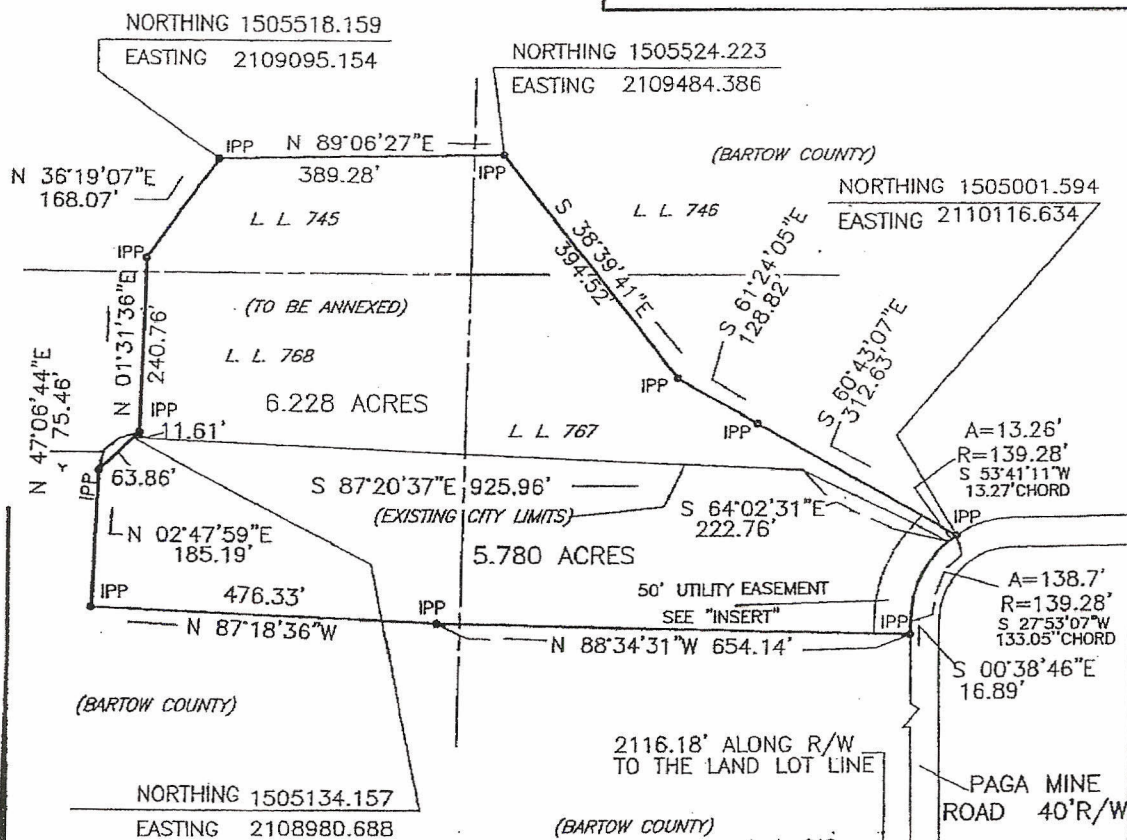
A=163.64'  
R=189.28'  
N 24°07'23"E  
158.60' CHORD

A=138.70'  
R=139.28'  
S 27°53'07"W  
133.05' CHORD

N 00°38'46"W  
15.08'

S 00°38'46"E  
16.89'  
N 88°34'31"W  
50.03'

(BARTOW COUNTY)



GEORGIA, BARTOW COUNTY  
CLERKS OFFICE SUPERIOR COURT  
Filed for record this 12 day of  
May 2008 at 3:00 o'clock P.M.  
Recorded in Plat record No. 70  
Page 41 this 12 day of  
May 2008  
BARRY BELL, Clerk

FIELD TRAVERSE:  
CLOSURE; ONE FOOT IN 61,000 FEET  
USING A LIETZ SET 3.  
ANGULAR ERROR; 0°00'02"PER ANGLE  
POINT USING A LIETZ SET 3.  
ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.  
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120  
PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

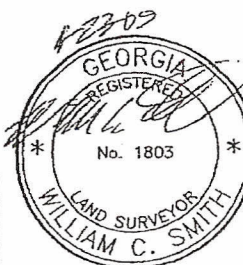
|                          |                            |
|--------------------------|----------------------------|
| R/W — RIGHT OF WAY       | R — RADIUS LP — LIGHT POLE |
| IPP — IRON PIN PLACED    | X — X — FENCE              |
| IPF — IRON PIN FOUND     | — LAND LOT LINE            |
| CM — CONCRETE MARKER     | — CENTER LINE              |
| CH — CHORD               | — POWER LINE               |
| L OR A — LENGTH OF CURVE | PP — POWER POLE            |

5660.CRD 5660-5.DWG  
FLOOD INSURANCE RATE MAP 13015C0268 G  
DATED SEPT.28,2007 SHOWS THIS PROPERTY  
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)  
EXCEPT AS SHOWN.

PLAT CLOSURE;  
ONE FOOT IN  
253,000 FEET.

JUNE 6, 2008  
JUNE 9, 2008  
REVISED 10-14-08  
REVISED 10-30-08  
REVISED 04-23-09



0 40 200  
20 100  
SCALE 1"=200'  
FILE 5660-5

GEORGIA ZONE WEST  
GRID NORTH

Item #6

### 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

Clarence Brown

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

Bartow County

[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.

Clarence Brown 3-21-12  
Signature of Applicant: Date

CLARENCE BROWN  
Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

21<sup>st</sup> DAY OF

March

2012

Notary Public

My Commission Expires:

FEB. 3, 2014

BARTOW COUNTY

\*

Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1 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.

137838  
EEV/Basic Pilot Program\* User Identification Number

BY: Clarence Brown  
Authorized Officer or Agent  
(Contractor Name) Bartow County

3-21-12  
Date

Commissioner  
Title of Authorized Officer or Agent of Contractor

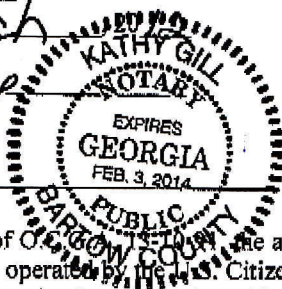
Clarence Brown  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

21st DAY OF March

Kathy Gill  
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).

**DRIVER'S LICENSE**

DL NO: 006713432 DOB: 09/07/1942  
CLASS: C EXP: 09/07/2016  
CLARENCE FORD  
BROWN  
237 BINGHAM RD SW  
CARTERSVILLE, GA 30120-5405  
BARTOW  
Restrictions: B  
Iss: 08/09/2014  
Sex: M Eyes: GRN  
Hgt: 5-09 Wgt: 190  
DD: 097405544340040884

*Clarence Brown*



# City of Cartersville

City Council Meeting  
4/5/2012 7:00:00 PM  
Firehouse Web Software Upgrade

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Department Name:</b>                   | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Department Summary Recommendation:</b> | <p>This is the culmination of a three year research project that has been ongoing between fire department personnel and City IT staff. With the expansion to four stations and the movement of headquarters, we now must expand the capabilities of our firehouse operating system. This software is currently the second most active software program in the city and maintains all of the fire department records for incidents, inspections, hydrants and equipment. In addition to staff and scheduling. It has been a goal for many years for the fire department to be able to go "live" in the field and have access to pre-incident data during an emergency. Inspectors will have the capability of reducing man-hours required in the office for data entry and allow them to enter and deliver results of inspections live in the field at the point of contact with the customer. This will save time and improve efficiency. Firefighter safety is enhanced with the ability to obtain real time information on items such as GIS locations, weather, occupancy information, and will even be able to utilize programs such as Skype to send live video back to an emergency operations center if needed.</p> <p>This is a single source product due to current usage by the City with Visionary FIREHOUSE software systems and current cellular providers. City of Cartersville IT staff fully endorse this project.</p> <p>We respectfully request the approval of \$45,359.89 for this project.</p> <p>E-Verify documents are in hand and this is a budgeted item.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of the software purchase outlined above is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Financial/Budget Certification:</b>    | This item is a budgeted item and is to be charged to Computer Hardware and Software account 100-2400-54-2310.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Associated Information:</b>            | E-verify documents are in hand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## Firehouse Web/iPad Project

| ITEM | QUANTITY | DESCRIPTION                            | UNIT PRICE  | Extended Price | Monthly Data Per Unit | Monthly Data Extended | Annual Support Cost |
|------|----------|----------------------------------------|-------------|----------------|-----------------------|-----------------------|---------------------|
| 1    | 11       | 64GB Apple iPad2 3G + WiFi             | \$829.99    | \$9,129.89     | \$85.00               | \$935.00              | \$0.00              |
| 2    | 11       | Griffiin Survivor Cover for iPad2      | \$65.00     | \$715.00       |                       |                       | \$0.00              |
| 3    | 1        | Firehouse Web - Bundled System         | \$9,995.00  | \$9,995.00     |                       |                       | \$1,700.00          |
| 4    | 9        | Firehouse Web Concurrent User Licenses | \$1,495.00  | \$13,455.00    |                       |                       | \$2,250.00          |
| 5    | 1        | Firehouse Web Scheduling Module        | \$7,470.00  | \$7,470.00     |                       |                       | \$1,200.00          |
| 6    | 1        | Firehouse Sketch PrePlan Module        | \$2,145.00  | \$2,145.00     |                       |                       | \$800.00            |
| 7    | 3        | Firehouse Inspector for iPad2          | \$500.00    | \$1,500.00     |                       |                       | \$0.00              |
| 8    | 1        | Prior Purchase Credit                  | -\$5,000.00 | -\$5,000.00    |                       |                       | \$0.00              |
| 9    |          |                                        |             |                |                       |                       |                     |
| 10   |          |                                        |             |                |                       |                       |                     |
| 11   |          |                                        |             |                |                       |                       |                     |
| 12   |          |                                        |             |                |                       |                       |                     |
|      |          |                                        |             | \$39,409.89    |                       |                       | \$5,950.00          |

Total up front cost:

\$45,359.89

### 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.

510310342  
EEV/Basic Pilot Program\* User Identification Number

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

3/22/12  
Date

Vice President  
Title of Authorized Officer or Agent of Contractor

Sanjay Kalasa  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
22 DAY OF March, 2012

[Signature]  
Notary Public  
My Commission Expires:  
8/29/14



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

### 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.

510310342  
EEV/Basic Pilot Program\* User Identification Number

BY: [Signature]  
(Contractor Name)

3/22/12  
Date

Vice President  
Title of Authorized Officer or Agent of Contractor

Sanjay Kalasa  
Printed Name of Authorized Officer or Agent

#### SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

22 DAY OF March, 20 12

[Signature]  
Notary Public

My Commission Expires:  
8/29/14



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

The link to register for E-verify is: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Protective Fire Gear Washer Extractor**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Name:</b>                   | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Department Summary Recommendation:</b> | <p>This is a protective gear washer that will be placed in the new Fire Department Headquarters on Cassville Road. The purpose of the washer is to clean contaminated protective equipment that is worn by firefighters and maintain compliance with NFPA health and safety standards. Three bids were received and are:</p> <ul style="list-style-type: none"><li>• Tri-State - \$9,895.00</li><li>• Southeastern - \$9,999.00</li><li>• Complete - \$13,970.00</li></ul> <p>We respectfully request approval for the low bid in the amount of \$9,895.00.</p> <p>Warranty has been vetted and meets bid specifications. E-Verify documents have been received. This is a budgeted item for new headquarters.</p> |
| <b>City Manager's Remarks:</b>            | Low bid award to Tri-State for this equipment is recommended for your approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item to be paid for using SPLOST funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Associated Information:</b>            | E-verify documents have been received.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



**Tristate Technical Services**  
**1800 Lake Park Drive**  
**Suite 201**  
**Smyrna, GA 30080**  
**Phone: 866-755-9274**  
**Fax: 678-564-1120**

# PROPOSAL

**Number** AAAQ2957

**Date** Mar 22, 2012

|                                                                                                                                                                                                                               |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Sold To</b>                                                                                                                                                                                                                |  |
| <b>Cartersville Fire Department</b><br>Scott Carter<br>19 N. Erwin Street<br>Cartersville, GA 30120<br><br><b>Phone</b> 770-387-5635<br><b>Mobile</b><br><b>Fax</b> 770-387-7413<br><b>Email</b> scarter@citycartersville.org |  |

|                                                                                                                                                                                                                               |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Ship To</b>                                                                                                                                                                                                                |  |
| <b>Cartersville Fire Department</b><br>Scott Carter<br>19 N. Erwin Street<br>Cartersville, GA 30120<br><br><b>Phone</b> 770-387-5635<br><b>Mobile</b><br><b>Fax</b> 770-387-7413<br><b>Email</b> scarter@citycartersville.org |  |

In accordance with your recent request, we are pleased to provide the following proposal to supply your facility with a new Milnor 60lb capacity Gear Guardian washer extractor. Our proposal is as follows:

| Qty | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Unit Price | Ext. Price |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1   | <b>Milnor</b><br><b>30022T5X GG "E-P Express Controller" Gear Guardian</b><br><br>60 lb capacity washer/extractor; microprocessor controlled with ten pre-programmed formulas designed specifically to meet the needs of washing firefighter's turnout gear; liquid supply injection; large 30" x 22" cylinder with 9 cu ft cylinder volume for excellent washing action; self diagnostics (minimize service time); single motor; inverter drive; electrical service 208 or 240v/60cy/3ph<br><br>Designed specifically to meet the needs of fire departments.<br><br>Initial To Verify Electrical Voltage_____ | \$8,420.00 | \$8,420.00 |
| 1   | <b>Tristate Technical Services</b><br><b>Installation Services</b><br><ul style="list-style-type: none"> <li>- Deliver new equipment to site; unload and uncrate</li> <li>- Set new washer in place; bolt, level, anchor, and grout</li> <li>- Start-up and train operators</li> <li>- Customer is responsible to provide free and clear egress</li> <li>- Customer is responsible for proper concrete foundation</li> <li>- Tristate to make all final utility connections to new equipment within 4' of the customer provided utility disconnects</li> </ul>                                                                                                                                    | \$1,100.00 | \$1,100.00 |

Item # 8

| Qty                                                                                                                                                                                                 | Description                   | Unit Price      | Ext. Price     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------|----------------|
| 1                                                                                                                                                                                                   | Freight<br>Freight<br>Freight | \$375.00        | \$375.00       |
| I appreciate the opportunity to work with you, and look forward to hearing from you in the very near future. If you have any questions, I can always be reached on my cell phone at (770) 377-7719. |                               | <b>SubTotal</b> | \$9,895.00     |
|                                                                                                                                                                                                     |                               | <b>Tax</b>      | To Be Invoiced |
|                                                                                                                                                                                                     |                               | <b>Shipping</b> | \$0.00         |
|                                                                                                                                                                                                     |                               | <b>Total</b>    | \$9,895.00     |

Sincerely,



Richard Olsen  
TriState Technical Services  
rolsen@tristatetechnical.com

PROPOSAL AMOUNT: \$9,895.00 + Applicable Sales Tax

PROPOSAL ACCEPTED BY:

PRINT NAME AND TITLE:

PROPOSAL ACCEPTED DATE:

Tax ID #:

**Standard Terms: 25% Downpayment!; Net 10 Days.**

1. The prices in this proposal are in effect for thirty (30) days from the date of this proposal.
2. If applicable, unless specifically stated in the above proposal, Tristate Technical Services is not responsible for the condition of the customer's concrete slab in regards to the fitness to install a rigid mount washer extractor on the same.
3. Customer is responsible to provide and supply the correct size, volume, pressure, of required utilities to place the proposed laundry equipment into proper operation as defined by the equipment manufacturer. All utility disconnects are to be in proper working condition including: hot and cold water, electricity including electric breakers, compressed air, steam, and gas.
4. Any equipment incorrectly ordered by the above referenced customer and returned will be subject to a restocking charge at the factories current rate as defined in their published data. ( ) Customer's Initials
5. Tristate Technical Services/TLC Equipment is not responsible for warranty on any equipment sold by us that is self-installed or commissioned by the end user. Additionally no manufacturer's warranty shall be applied to ANY product supplied by us that is self-installed. ( ) Customer's Initials



#### **AMERICAN DRYER CORPORATION**

warrants all new equipment to be free of defects in material and workmanship for a period of two (2) years from the date of sale. With respect to all new repair and replacement parts for which the two-year warranty period has expired the warranty period is limited to ninety (90) days.

#### **BMC TECHNOLOGIES**

BMC Technologies warrants all new BMC brand commercial and industrial Washer-Extractors and Flatwork Equipment and all new replacement parts to be free from defects in material and workmanship under normal use and service. The limited warranty shall be limited as follows:

Any parts except those mentioned below for a period of 2 years from date of installation of the Equipment. Belts, gaskets, and hoses have a one year warranty from date of Installation.

WASHERS: The frame, shaft, cylinder and shell for a period of 5 years warranty from date of installation.

FLATWORK IRONERS: Main frame and all rolls for a period of 5 years warranty from date of installation.

Excluded from the limited warranty are the following:

WASHERS: Belts, hoses, and gaskets.

FLATWORK IRONERS: Roll covers, padding, feed/return ribbons, gaskets, seals, and belts.

#### **CHICAGO DRYER COMPANY**

Chicago Dryer Company warrants all new machinery and equipment free from defects in material and workmanship under normal use and service for a period of one year from date of shipment. CDC will replace or repair without charge during this one-year period parts that are defective and returned via your distributor to CDC. Warranty does not cover parts such as ironer padding, ribbons, guides, and tie tape. With respect to all repair and replacement parts for which the one-year warranty period has expired, the warranty period is limited to ninety (90) days.

**CLEAN CYCLE** offers a one year limited manufacturer's parts warranty - FOB factory.

#### **CISSELL MANUFACTURING COMPANY**

Cissell Manufacturing Company warrants all new equipment to be free from defects in material and workmanship for a period of three (3) years from date of shipment. With respect to all new repair or replacement parts for Cissell equipment for which the three (3) year warranty period has expired, the warranty period is limited to ninety (90) days from date of sale. The warranty period on each new replacement part furnished by Cissell in the fulfillment of the warranty on new equipment shall be for the unexpired portion of the original warranty on the part replaced.

**ENERGENICS** offers a one year limited manufacturer's parts warranty.

#### **FORENTA**

**FORENTA FINISHING EQUIPMENT AND CONVEYORS:**

Forenta warrants major components (Heads, Bucks, and Frames only) to be free from defects in materials and workmanship, which may cause failure under normal usage for a period of five years from date of shipment from factory.

**FORENTA DRY CLEANING MACHINES:**

Forenta Dry Cleaning Machines are warranted for a period of one year from date of original shipment any part that become inoperative as a result of defects in material or workmanship. Exempt from the one year guarantee but carrying a 120-day warranty are the following, but not limited to: pump seals, belts, cloth materials, gaskets, electrical components, such as fuses, bulbs, contractors and starters.

**FORENTA WATER CHILLERS**

Forenta warrants the water chiller equipment to be free from defective material and workmanship for a period of one year from date of shipment. Forenta also warrants the condenser components based on the warranty extended to Forenta by the manufacturer.

#### **FULTON**

Fulton will repair or replace any part of the equipment we manufacture that is found to be defective in workmanship or material within 18 months of shipment from the factory or 12 months from start-up (whichever comes first). Fulton should be notified in writing as soon as the defect becomes apparent. Defective parts must be returned to Fulton for evaluation and warranty consideration.

#### **GE COMMERCIAL WASHER - COIN OPERATED**

GE warrants their coin operated equipment for three years from date of original purchase. Any part of the washer, which fails due to a defect in materials or workmanship, will be covered. Five Years from date of original purchase the outer tub and inner basket if either of these components fails due to a defect in materials or workmanship and the cabinet side panels, base and cover will be covered under warranty.

**HAMILTON ENGINEERING** covers a 3 year limited warranty.

**HUEBSCH** has a three year warranty on parts.

**KENMORE** offers a 2 year parts warranty.

#### **IPSO WASHER AND DRYERS**

IPSO offers a three-year parts warranty from date of install on any part that becomes inoperative as a result of defects in material or workmanship. Exempt from the three-year warranty but carrying a 90-day warranty are parts subject to normal maintenance and replacement, including but not limited to belts, gaskets, hoses, and electrical overload components.

If within five years from date of installation, the frame, shaft and basket or main bearing and seal assembly become inoperative, they will be replaced with an operative part in exchange for the defective parts.

After the initial 3-Year warranty period, replacement parts are warranted for 90 days from date of sale.

## **MAYTAG LIMITED WARRANTY ON PARTS**

### **MAYTAG COMMERCIAL SINGLE-LOAD AND VENDED MULTI-LOAD WASHER AND DRYER**

For the first five years from the date of purchase, when this commercial appliance is installed, maintained and operated according to the instructions attached to or furnished with the product, Maytag brand of Whirlpool Corporation (thereafter "Maytag") will pay for factory specified parts or original equipment manufacturer parts to correct defects in materials or workmanship. Proof of original purchase date is required to obtain service under this warranty.

### **MAYTAG COMMERCIAL WARRANTY FOR ON-PREMISE MULT-LOAD WASHERS AND DRYERS**

For the first three (3) years from the date of purchase, when this commercial appliance is installed, maintained and operated according to the instructions attached to or furnished with the product, Maytag Commercial Laundry brand of Whirlpool Corporation (thereafter "Maytag") will pay for factory specified parts or original equipment manufacturer parts to correct defects in materials or workmanship.

### **PELLERIN MILNOR CORPORATION**

UNIFORM PLANTS, LINEN PLANTS, MAT PLANTS, HOSPITALS, TEXTILE MANUFACTURING AND LARGE COMMERCIAL LAUNDRIES  
Pellerin Milnor warrants that MILNOR washer extractor Machines including electronic hardware/software will be free from defects in material and workmanship for a period of one year from date of shipment. Parts, which require routine replacement due to normal wear, such as gaskets, brake and clutch linings are not covered by this warranty, nor are parts damaged by exposure to weather or chemicals. Parts replaced after the initial one-year warranty period are warranted for ninety (90) days.

### **HOTEL, NURSING HOME, DRYCLEANING PLANTS, FIRE DEPARTMENTS, SCHOOLS**

Pellerin Milnor warrants that MILNOR washer extractor Machines to be free from defects in material and workmanship for a period of three years from date of shipment. The following parts are covered under a Five (5) Year limited warranty: Basket, Frame and Shell. The Three (3) Year Warranty applies to Motor, Bearings, Electronic Boards, and Inverters. A 90-Day Warranty applies after the initial 3-Year warranty period has expired.

### **MILNOR COMMERCIAL (ADC) DRYERS**

The Manufacturer warrants all new dryers to be free from defects in material and workmanship for a period of three (3) years from date of shipment for dryers up to 190 lb and for a period of two (2) years from date of shipment for dryers 200 - 460lbs. With respect to all new replacement parts for which the warranty period has expired, the warranty period is limited to ninety (90) days from date of sale. The warranty period on each new replacement part replaced while under the warranty period is covered for the portion of the original warranty period of the equipment.

### **INGERSOLL RAND**

offers a limited extended warranty for one year. Details included in owners manual.

### **QUINCY**

Quincy Air Master units come standard with a one-year warranty. The single-stage ATS basic compressors (pumps) come standard with a two-year warranty. The two-stage units have an optional two-year warranty on the basic compressor (pump). A two-year warranty kit must be purchased within 30 days from date of purchase of the compressor. The warranty kit includes Quin-Cip lubricant and filters to maintain the compressor for two years.

### **SPEED CHECK**

Regarding components of our own manufacture, Speed Check will, within one year or 2080 hours of use (whichever occurs first), from date of installation of such new product to the first user, repair or replace any part of a new product which under normal use and service fails to conform to this warranty provided the same part shall be returned to the Manufacturer, transportation repaid. Method of shipment of replacement parts is at the sole discretion of the Manufacturer.

### **UNION DRYCLEANING**

All durable parts are covered for one year from the installation date. All stainless steel parts are covered for two years from the installation date. The computer on the machine will be covered for two years from the installation date. After this time the computer will be replaced on a prorated basis.

### **UNIPRESS**

Unipress equipment is warranted to the original purchaser for one year from date of delivery, against defective material and workmanship. No guaranteed are expendable parts such as flexible steam and air hoses, piston cuts, springs, "o" rings, seals, packing and padding.

### **WASCOMAT**

Wascomat warrants their washers free from defects from date of shipment as follows:

A Five Year Limited Warranty applies to the following structural parts: wash cylinder, base frame and back cable.

A Three Year Limited Warranty applies to all other component parts except a 90-Day Limited warranty applies to parts which require routine replacement due to normal wear, including but not limited to belts, rubber gaskets, hoses, valve diaphragms. Parts replaced after the initial three-year warranty period are covered under a 90 days warranty.

### **Labor Warranty**

Installation services provided by Tristate Technical Services / TLC Equipment Company, and if included in this proposal, include a thirty (30) day labor warranty. Additional labor warranty is available for an additional charge.

### **Warranty Claims**

Tristate Technical Services / TLC Equipment Company processes warranty claims as outlined in the manufacturer's equipment manuals.

**PLEASE NOTE THAT ALL PARTS WARRANTIES DO NOT INCLUDE THE COST OF FREIGHT REQUIRED TO RETURN THE PART FOR MANUFACTURER WARRANTY CREDIT. FREIGHT IS THE RESPONSIBILITY OF THE CUSTOMER.**

## TRI STATE TECHNICAL SERVICE AND TLC EQUIPMENT COMPANY TERMS AND CONDITIONS OF SALE

1. **TERMS OF PAYMENT.** All payments shall be due and payable in U.S. Funds in accordance with the payment terms shown on the face of this Sales Contract ("Contract"). In the event no terms are specified on the face hereof. Buyer shall pay in full not later than ten (10) days after the date of Seller's invoice to Buyer all amounts are stated on the face of this Contract. Buyer expressly acknowledges that Buyer is responsible for all delivery and transportation charges arising hereunder. Delays in transportation shall in no event extend terms of payment. In the event Buyer fails or refuses for any reason to accept delivery of the Equipment, Buyer shall also pay all express, storage, extra cost of handling, and other expenses that may be caused thereby. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month (eighteen percent per annum). Should any amounts be collected by law or through an attorney-at-law, Seller shall be entitled to collect attorney's fees in an amount equal to fifteen percent of the amount collected, and the costs of collection. Should Buyer fail to make any payment hereunder, or should any event of default exist, then Seller shall be relieved of any further obligation or responsibility hereunder including any obligation to make delivery of any Equipment. Further, if in Seller's good faith judgement the Buyer's financial condition at the time Equipment is ready for delivery does not justify the terms of payment specified herein, Seller reserves the right to require full payment prior to delivery. The prices set forth in this Contract are based upon prices provided by Manufacturers of the Equipment.

2. **SECURITY INTEREST.** Buyer hereby grants to Seller a purchase money security interest in each item of the Equipment, and all components thereof, described on the face hereof together with all additions and accessions thereto and all property of like kind hereafter acquired by Buyer to secure payment to Seller of all amounts due hereunder. The Equipment shall remain personal property, whether or not attached to real estate, and title shall remain in Seller or its assignee until all amounts due hereunder are paid in full, whether or not the terms of payment have been renewed or amended. This Contract may serve as a financing statement, or Seller may require Buyer to execute an appropriate UCC-1 financing statement, either or both of which may be recorded at such location or locations as Seller may deem appropriate to perfect Seller's security interest in the Equipment.

3. **INSURANCE, ETC.** Until Seller shall be paid in full all amounts owed it by Buyer hereunder. Buyer shall keep the Equipment at the location to which the Equipment is requested to be shipped, as specified on the face hereof, unless Seller shall consent in writing to its removal; shall keep it free of liens and encumbrances in favor of any party other than Seller; shall keep it in good condition and repair; shall keep the Equipment fully insured against loss by fire, theft, and such other hazards as Seller may require with companies acceptable to Seller in an amount not less than the amount owed to Seller hereunder, naming Seller as loss payee; shall not misuse the Equipment or use it for any illegal purpose; and shall not rent, sell, assign,

4. **DEFAULT.** Time is of the essence of this Contract. The following event, shall be deemed "events of default", to wit; (A) Any failure by Buyer to pay when due the full amount of any payment of the price of the Equipment, or any payment for taxes, transportation charge, or other indebtedness or charges which are owed by Buyer hereunder; or (B) Any failure by Buyer to accept delivery of the Equipment or otherwise to perform as required by this Contract; or (C) The falsity of any representation by Buyer herein or in any credit application or financial statement given by Buyer as the basis for any extension of credit secured hereby; or while any amount owed to Seller hereunder is unpaid; (D) If the Equipment should be seized or levied upon under any legal or governmental process against Buyer; or (E) If the Buyer becomes insolvent or is the subject of petition in bankruptcy either voluntary or involuntary or in any other proceeding under the federal bankruptcy laws; or makes an assignment for the benefit of creditors; or if Buyer is named in or the Equipment is subjected to a suit for the appointment of a receiver; or (F) Loss, substantial damage to, or destruction of any portion of the Equipment; or (G) If Seller deems the Equipment in danger of misuse or confiscation or in case of any unreasonable depreciation in the value thereof; or (H) The Seller in good faith deems itself insecure. Then and in the event of any one or more such events of default, the entire amount of the unpaid purchase price and other charges and indebtedness evidenced and secured hereby shall then or at any time thereafter at the option of the Seller, become immediately due and payable without notice or demand, and Seller shall have an immediate right to pursue the remedies herein provided.

5. **REMEDIES.** In the event of a default hereunder, Seller shall have all remedies provided by law and by the Uniform Commercial Code in force in the State of Georgia at the date of such event of default; and without limiting the generality of the foregoing, shall be entitled as follows; (A) Buyer at its expense shall deliver possession of the Equipment to Seller on demand, at a place designated by Seller; and (B) Seller is authorized to enter any premises where the Equipment is situated or may be found and take possession of the Equipment, together with all additions, and accessories thereto, without notice, demand or legal proceedings. Seller shall obtain consent to such entry from owner, mortgagee or other appropriate party having an interest in the premises where the Equipment is located. Seller may take temporary custody of anything found in the Equipment. Buyer waives all claims for damages due to or arising from or connected with any such takings; and (C) Buyer agrees that a period of ten days from the time notice is deposited in the U.S. Mail, postage prepaid, shall be a reasonable period of notification of a sale or other disposition of the Equipment; and (D) Buyer agrees that any notice or other communication by Seller shall be sent to Buyer's mailing address stated on the face hereof; and (E) Buyer and Seller agree that any legal action brought by any party to this Contract may be instituted within the County of Ware, State of Georgia, and all parties consent to jurisdiction and venue in such location. Buyer, if not a resident of Ware County, Georgia, hereby irrevocably appoints the Secretary of the State of Georgia as its agent for service of

6. **CANCELLATION.** (A) Seller reserves the right to cancel this Contract if in its sole judgement the credit information or other information furnished to Seller shall be untrue, incorrect or unsatisfactory to Seller in any material respect, in which event Seller shall refund Buyer's deposit made hereunder, less the amount due Seller in such event, as set forth below. Upon such refund, the parties shall be released from each other without further papers or instruments between the parties. Buyer further agrees that in the event of any cancellation of this Contract by mutual consent or by notice of right of cancellation by Seller for any reason, then and in that event Buyer will pay to Seller the reasonable value of work done by Seller, namely blueprints, plans, architects' fees, legal fees, permit fees or anything else of similar nature, which charges Seller may offset against Buyer's deposit before same is refunded to Buyer, (B) Buyer may otherwise cancel this Contract at any time prior to delivery of the Equipment or the expiration of Forty-five (45) days from the date of Buyer's execution hereof, whichever first occurs. In the event of such cancellation Buyer acknowledges that Seller will have sustained a loss and shall be entitled to liquidated damages in the amount of the down payment specified on the face of this Contract or if no down payment is specified then in the amount of ten (10%) percent of the purchase price of the Equipment set forth in this Contract. In no event may Buyer cancel this Contract after the delivery of the Equipment or the expiration of the aforesaid forty-five (45) day period, whichever first occurs.

7. **WARRANTY DISCLAIMER.** THE EQUIPMENT SOLD HEREIN ARE THE PRODUCTS OF REPUTABLE MANUFACTURERS, SOLD UNDER THEIR RESPECTIVE BRANDS OR TRADE NAMES. SELLER, THEREFORE, MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHER EXPRESS OR IMPLIED WARRANTY WHATSOEVER, EXCEPT OF TITLE, AS TO ANY EQUIPMENT SOLD. SELLER SHALL USE ITS BEST EFFORTS TO OBTAIN FROM THE MANUFACTURER, IN ACCORDANCE WITH MANUFACTURER'S CUSTOMARY PRACTICE, THE REPAIR OR REPLACEMENT OF SUCH OF MANUFACTURER'S EQUIPMENT AS MAY PROVE DEFECTIVE IN WORKMANSHIP OR MATERIAL. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY IN RESPECT TO SUCH EQUIPMENT, EXCEPT AS AN AUTHORIZED OFFICER OF SELLER MAY OTHERWISE AGREE IN WRITING.

8. **TRANSPORTATION LOSS OR DELAY.** The Seller is not liable for delay or failure of delivery caused by strikes or other causes beyond its control (including causes occasioned by the Manufacturer of the Equipment), and is not liable for consequential damage from any cause whatsoever. Loss or Damage in transit of the Equipment involved in this Contract shall be the responsibility of the Buyer, carrier and/or shipper, and it is expressly understood that the Seller does not assume liability for loss or damage in transit. Buyer assumes full responsibility for

9. **INSTALLATION.** Seller shall have no responsibility for installation, fitting, connecting, hooking up or otherwise readying the Equipment for operation after delivery and all such work shall be the responsibility of the Buyer or other parties. Seller shall be responsible only for such work upon delivery as is expressly designated as Seller's responsibility on the face hereof.

10. **PERSONAL GUARANTY.** The person signing this Contract on behalf of Buyer personally and unconditionally guarantees payment and performance of each and every obligation of Buyer under this Contract.

11. **MISCELLANEOUS.** (i) This Contract may be assigned by Seller without notice to Buyer, and when assigned, the assignee shall have all rights, but none of the obligations, of Seller hereunder. Buyer hereby waives and agrees not to assert against the assignee any defenses, counterclaims, or offsets that Buyer may assert against Seller. This Contract may not be assigned by Buyer without prior written consent of Seller. (ii) This Contract shall inure to the parties hereto, and their respective heirs, successors, administrators and assigns, subject, however, to the above restrictions against assignment by Buyer. (iii) Buyer understands and agrees that no agent, employee, or representative of Seller has authority to bind Seller to any affirmation, representation, or warranty concerning the Equipment which is not set forth herein; and Buyer further understands and agrees that any such affirmation of fact, promise or representation made by any agent, employee, or representative of Seller which is not set forth herein shall not constitute a warranty. (v) Any indulgence granted to Buyer or forbearance of legal remedies by Seller shall not constitute a waiver of any of the rights of the Seller or its assignee hereunder, and no single or partial exercise by Seller or its assignee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. (vi) This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement which can be modified or rescinded only by a writing signed by both parties or their duly authorized agents. (vii) This Contract is subject to written acceptance by Seller and such written acceptance shall be solely by the duly authorized signature of an officer of Seller at the principal office of Seller in Waycross, Georgia. (viii) This Contract shall be construed and the rights and obligations of the parties hereto shall be governed by the laws of the State of

Item # 8



# GEAR GUARDIAN® WASHER-EXTRACTORS

## FOR DECONTAMINATION OF FIREFIGHTER GEAR



*Helps protect Firefighters' health and safety • Saves on cleaning costs • Can prolong gear's life*

Item # 8

# DECONTAMINATE FIREFIGHTER GEAR WITH GEAR GUARDIAN® WASHER-EXTRACTORS

## Created specifically for firefighter gear

A Gear Guardian washer-extractor has 30 different programmable wash formulas, including 10 pre-programmed strictly for decontaminating firefighter gear (all 10 can be re-programmed). User-friendly microprocessor controls prompt you through each programming step and prevent errors.

### Pre-programmed wash formulas get you started quickly:

- |                                 |                         |
|---------------------------------|-------------------------|
| 1. Light soil turnouts          | 6. Brush gear           |
| 2. Heavy soil turnouts/gloves   | 7. Hoods/suspenders     |
| 3. Light soil moisture barriers | 8. Truck towels         |
| 4. Heavy soil moisture barriers | 9. Stationwear          |
| 5. Oil-contaminated gear        | 10. Sheets/pillow cases |

## Easy Operation

Anyone can operate a MILNOR Gear Guardian washer-extractor. Formula choices are clear. Just pick the right formula and press the start button. Then full automation takes over. The machine also keeps you informed by displaying information, including what function is underway and how much formula time remains. Any trouble with the machine? Check troubleshooting messages to minimize downtime. Control protects turnouts by not allowing gear to tumble during fill. And automatic supply injection means no attention is needed while the machine is washing.

## Roomy wash cylinders

Firefighting gear is bulky, so the spacious Gear Guardian cylinder is essential for a fast, commercial-quality wash. Big ribs lift and drop gear to help remove heavy soil. The large cylinder cuts processing time, as you can launder more gear per load.

## Speeds processing

Heavily-soiled firefighting gear needs effective rinsing. Intermediate extractions "sling" water and chemicals from gear prior to the next rinse. So gear gets cleaner faster. Gear Guardian washer-extractors have the unique ability to allow as many intermediate extractions as you need, since they use continuous duty (rather than intermittent duty) motors. Low extract speeds are used with MILNOR Gear Guardian machines to better protect turnout gear. High spin cycles can damage these valuable goods.

## Helps avoid vibration

A special load distribution speed – before extraction – prevents bulky gear from creating an imbalance inside the cylinder. This helps avoid vibration during the extraction. Besides saving time (since you don't have to stop the machine to manually correct the load), less vibration means longer machine life.

Distribution speed also protects gear by preventing tumbling action while water is draining from the cylinder.

## Firefighter proof

Firefighters with bulky, heavy turnouts can be rough on a machine – but not a Gear Guardian washer-extractor. It's built for long service under tough conditions – by the most respected name in commercial laundry machinery.

Features include continuous (rather than spot) welding, large tapered roller bearings, a triple shaft seal to shield bearings from water, heavy gauge console materials, and heavy-duty motors.

## A choice in sizes

Gear Guardian washer-extractors are available from 35 lb. to 140 lb. capacities. The size you choose depends on the amount of gear you need to process within a given timeframe.



**55-60 lb. model**



**40 lb. model**

Budget models, too! If you're on a tight budget, T-series machines and cabinet model are available with lower extraction rates.



PELLERIN MILNOR CORPORATION  
P.O. BOX 400 - Kenner, LA 70063  
504/712-7656  
Fax: 504/468-9307  
Email: mktg@milnor.com  
www.milnor.com

|                | Machine model                         | 3001 5T5X & V7J      | MWR18X4               | 30022T5X & V6J    | 36021 V5J       | 36026 V5J       | 42026 V6J             |
|----------------|---------------------------------------|----------------------|-----------------------|-------------------|-----------------|-----------------|-----------------------|
| SPECIFICATIONS | Maximum capacity – lbs.*              | 35–40                | 40                    | 55-60             | 75-80           | 95–100          | 135-140               |
|                | Cylinder diameter x depth – ins.      | 30 x 15              | 28 x 18               | 30 x 22           | 36 x 21         | 36 x 26         | 42 x 26               |
|                | Gross cylinder volume – cu.ft.        | 6.14                 | 6.4                   | 9                 | 12.37           | 15.3            | 20.8                  |
|                | Overall width x depth x height – ins. | 34.5 x 45.75 x 53.75 | 34.45 x 47.63 x 52.63 | 34.5 x 52.25 x 54 | 43.38 x 53 x 67 | 43.38 x 58 x 67 | 52.25 x 76.38 x 69.63 |
|                | Approx.net weight – lbs.              | 744 & 844            | 700                   | 895 & 909         | 1,340           | 1,446           | 2,313                 |
|                | No.of sets of gear *                  | 2 to 3               | 3                     | 4 to 5            | 6 to 7          | 8 to 9          | 11 to 13              |

### 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.

206773  
EEV/Basic Pilot Program\* User Identification Number

BY: Chris Duffett  
Authorized Officer or Agent  
(Contractor Name)

3-23-12  
Date

Vice President Corporate Sales  
Title of Authorized Officer or Agent of Contractor

Chris Duffett  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
23<sup>rd</sup> DAY OF March, 2012  
Barbara Patterson  
Notary Public  
My Commission Expires:  
Feb. 27, 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

Chris Duffett

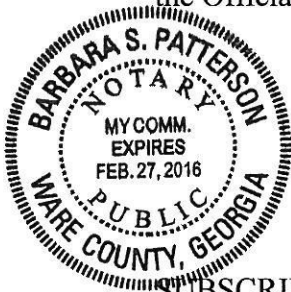
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

TriState Technical Services, Inc

[Name of business, corporation, partnership]

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

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



[Signature]

Signature of Applicant:

3.23.12

Date

Chris Duffett

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

23<sup>rd</sup> DAY OF March, 2012

\*

Alien Registration number for non-citizens

Barbara Patterson

Notary Public

My Commission Expires: Feb. 27, 2016

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



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Puckett Street Sewer Connections**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | <p>MEMO<br/>TO: Sam Grove<br/>FROM: Jim Stafford<br/>DATE: March 30, 2012<br/>SUBJECT: Puckett Street Sewer Connections</p> <p>The Water Department has designed a project for transferring sewer services from an existing deteriorated sewer on Puckett Street onto a newer sewer line to allow the older line to be abandoned. Bids received from three contractors to construct this sewer line extension are listed below:</p> <ul style="list-style-type: none"><li>Hill City Onsite, Inc. \$22,400.00</li><li>T.J. Lyle &amp; Co., Inc. \$35,980.00</li><li>C&amp;L Contractors, Inc. \$36,780.00</li></ul> <p>The Water Department recommends award of the contract to Hill City Onsite, Inc. of Jasper, Georgia in the amount of \$22,400.00. This work will be paid for with the budget item for Maintenance and Repair of Sewers.<br/>E-Verify and SAVE documentation was submitted with the bid and are attached.<br/>Council Approved Date: _____</p> |
| <b>City Manager's Remarks:</b>            | Bid award on this work to Hill City Onsite is recommended for your approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Financial/Budget Certification:</b>    | This will be paid from the maintenance budget account 505-3320-52-2341.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Associated Information:</b>            | Everify and SAVE are attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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

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

Phillip L. Mullins

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

Hill City Onsite, Inc.

[Name of business, corporation, partnership]

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

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

[Signature]

Signature of Applicant:

3/30/12  
Date

Phillip L. Mullins  
Printed Name:

SUBSCRIBED AND SWORN

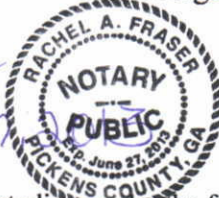
BEFORE ME ON THIS THE

30<sup>th</sup> DAY OF March, 20 12

Rachel A. Fraser

Notary Public

My Commission Expires: June 27



\*

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.

530347

EEV/Basic Pilot Program\* User Identification Number

PL & M  
BY: Authorized Officer or Agent  
(Contractor Name)

3/30/12  
Date

CEO, Owner

Title of Authorized Officer or Agent of Contractor

Phillip L. Mullins  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

30<sup>th</sup> DAY OF March, 2012

Rachel A. Fraser

Notary Public

My Commission Expires:

June 27, 2013



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

### 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 Phillip 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

Ph L M  
BY: Authorized Officer or Agent  
(Subcontractor Name)

3/30/12  
Date

CEO, Owner  
Title of Authorized Officer or Agent of Subcontractor

Phillip L. Mullins  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

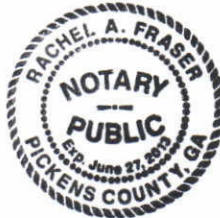
30th DAY OF March, 2012

Rachel A. Fraser

Notary Public

My Commission Expires:

June 27, 2013



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



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Transformer at Water Treatment Plant**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Summary Recommendation:</b> | <p>Memo<br/>To: Sam Grove</p> <p>From: Jim Stafford</p> <p>Date: 3-29-12</p> <p>Subject: Purchase of Transformer WTP</p> <p>Council Approval:</p> <p>The same transformer on #2 high service pump (hit by lightning during fall 2011 tornado) has been hit by lightning again. We had an electrical tester come in and he found we had a vacuum tube on the electrical breaker which failed. This allowed the lightning to come into the transformer. Replacement transformer bids follow:</p> <ul style="list-style-type: none"><li>• CES \$12,675.82</li><li>• Myers Electric Supply \$13,189.19</li></ul> <p>I recommend purchase of the replacement transformer from CES for \$12,675.82. This will be paid for from the maintenance budget.</p> <p>E-verify and Save documentation is attached.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of the bid award to replace the water plant transformer is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    | This will be paid for from the maintenance budget account 505-3310-52-2361.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Associated Information:</b>            | E-verify and SAVE documentation is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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

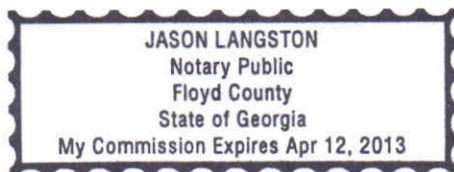
By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational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

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

City Electric Supply  
[Name of business, corporation, partnership]

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

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



[Signature] 3-29-12  
Signature of Applicant: Date  
Jamey Alexander 3-29-12  
Printed Name:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

29<sup>th</sup> DAY OF March, 2012

[Signature]  
Notary Public

My Commission Expires: April 12<sup>th</sup> 2013

\*  
Alien Registration number for non-citizens

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

### 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.

124618  
EEV/Basic Pilot Program\* User Identification Number

Shay  
BY: Authorized Officer or Agent  
(Contractor Name)

3-28-12  
Date

Payroll Clerk, City Electric Supply Co.  
Title of Authorized Officer or Agent of Contractor

Shaun Allga  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

28 DAY OF March, 2012

T. Conti  
Notary Public  
My Commission Expires  
July 10, 2014  
Notary Public, South Carolina  
Charleston County

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



# City of Cartersville

**City Council Meeting**  
**4/5/2012 7:00:00 PM**  
**Goodyear Avenue Sewer Tie-in Project**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Summary Recommendation:</b> | <p>MEMO<br/>TO: Sam Grove<br/>FROM: Jim Stafford<br/>DATE: March 30, 2012<br/>SUBJECT: Goodyear Avenue Sewer Tie-in Project</p> <p>The sewer line serving ATCO Village was recently replaced from Pettit Creek to Goodyear Avenue. This project has been designed to complete the tie-in at Goodyear Avenue and eliminate sections of sewer with flow constrictions. Bids received from four contractors to construct this sewer line extension are listed below:</p> <ul style="list-style-type: none"><li>Hill City Onsite, Inc. \$24,950.00</li><li>T.J. Lyle &amp; Co., Inc. \$28,950.00</li><li>C&amp;L Contractors, Inc. \$33,333.33</li><li>C.H. Kirkpatrick Construction Co., Inc. \$36,043.75</li></ul> <p>The Water Department recommends award of the contract to Hill City Onsite, Inc. of Jasper, Georgia in the amount of \$24,950.00. 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 they are attached.</p> <p>Council Approved Date: _____</p> |
| <b>City Manager's Remarks:</b>            | Bid award to Hill City Onsite in the amount of \$24,950.00 is recommended for your approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Financial/Budget Certification:</b>    | This work will be paid for with the budget item for Maintenance and Repair of Sewers account 505-3320-52-2341.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Associated Information:</b>            | E-Verify and SAVE Documentation was submitted with the bid and they are attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

Cover Memo

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

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

Phillip L. Mullins

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

Hill City Onsite, Inc.

[Name of business, corporation, partnership]

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

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

[Signature]

Signature of Applicant:

3/30/12  
Date

Phillip L. Mullins  
Printed Name:

SUBSCRIBED AND SWORN

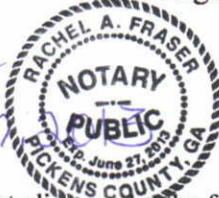
BEFORE ME ON THIS THE

30<sup>th</sup> DAY OF March, 20 12

Rachel A. Fraser

Notary Public

My Commission Expires: June 27



\*

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.

530347

EEV/Basic Pilot Program\* User Identification Number

PL & M  
BY: Authorized Officer or Agent  
(Contractor Name)

3/30/12  
Date

CEO, Owner  
Title of Authorized Officer or Agent of Contractor

Phillip L. Mullins  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

30<sup>th</sup> DAY OF March, 2012

Rachel A. Fraser

Notary Public

My Commission Expires:

June 27, 2013



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

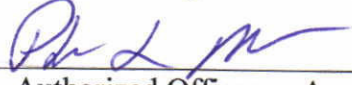
### SUBCONTRACTOR AFFIDAVIT

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 Phillip 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

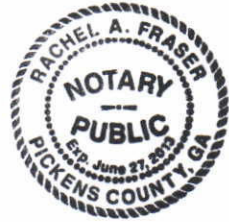
BY:   
Authorized Officer or Agent  
(Subcontractor Name)

3/30/12  
Date

CEO, Owner  
Title of Authorized Officer or Agent of Subcontractor

Phillip L. Mullins  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
30th DAY OF March, 2012  
Rachel A. Fraser  
Notary Public  
My Commission Expires:  
June 27, 2013



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



# City of Cartersville

**City Council Meeting  
4/5/2012 7:00:00 PM  
Martin Luther King, Jr. Drive Sewer Replacement**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Summary Recommendation:</b> | <p>MEMO<br/>TO: Sam Grove<br/>FROM: Jim Stafford<br/>DATE: March 30, 2012<br/>SUBJECT: Martin Luther King Junior Drive Sewer Replacement Pipe<br/>Bursting Project</p> <p>The section of sewer on sewer Martin Luther King Jr. Drive between Tennessee Street and Ford Street is in deteriorated condition and is in need of replacement. Bids received from three contractors to construct this sewer line extension are listed below:</p> <ul style="list-style-type: none"><li>• T.J. Lyle &amp; Co., Inc. \$35,664.80</li><li>• Hill City Onsite, Inc. \$46,450.00</li><li>• C&amp;L Contractors, Inc. \$56,150.00</li></ul> <p>The Water Department recommends award of the contract to T.J. Lyle &amp; Co., Inc. of Taylorsville, Georgia in the amount of \$35,664.80. This work will be paid for with the budget item for Maintenance and Repair of Sewers.<br/>E-Verify and SAVE Documentation was submitted with the bid and are attached.</p> <p>Council Approved Date: _____</p> |
| <b>City Manager's Remarks:</b>            | The bid award outlined above to TJ Lyle is recommended for your approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial/Budget Certification:</b>    | This work will be paid for with the budget item for Maintenance and Repair of Sewers account 505-3320-52-2341.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Associated Information:</b>            | E-Verify and SAVE Documentation was submitted with the bid and are attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

Cover Memo

**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

Tony J. Lyle

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

T. J. Lyle and Company, 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.

Tony J. Lyle  
Signature of Applicant:

3/30/12  
Date

Tony Joe Lyle  
Printed Name:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

30 DAY OF March, 2012

Mark Callan

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:

### 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.

230020  
EEV/Basic Pilot Program\* User Identification Number

T. J. Lyle and Company, Inc.  
BY: Authorized Officer or Agent  
(Contractor Name)

3/30/2012  
Date

President  
Title of Authorized Officer or Agent of Contractor

Tony J. Lyle  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

30<sup>th</sup> DAY OF March, 20 12

Mike Callan  
Notary Public

My Commission Expires:

OCT. 27, 2013

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



# City of Cartersville

**City Council Meeting**

**4/5/2012 7:00:00 PM**

## **Partial Settlement of the Class Action Lawsuit Against Online Travel Companies**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Resolutions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Name:</b>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Summary Recommendation:</b> | This is a partial settlement agreement in the Georgia cities class action law suit against the on-line travel agencies for underpayment of hotel taxes. This agreement provides that from May 16, 2011 going forward, hotel-motel taxes shall be paid on the retail instead of the wholesale rate. The issues relating to back taxes prior to May 16, 2011, have not been settled and are still being litigated. As a named party to the law suit, the City must approve this Agreement and the City Attorney recommends approval of the Agreement. |
| <b>City Manager's Remarks:</b>            | Partial settlement of the law suit outlined above is recommended for your approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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

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

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

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

WHEREAS, the Parties in the Lawsuit desire to compromise and settle certain issues and claims relating to the allegations made in the Lawsuit concerning certain prospective injunctive

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

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

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

IT IS SO RESOLVED, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CARTERSVILLE, GEORGIA

BY:

Matt Santini, Mayor

ATTEST: \_

Connie Keeling, City Clerk

## **CLASS PARTIAL SETTLEMENT AGREEMENT**

This Class Partial Settlement Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of March, 2012, by and between Defendants Hotels.com, L.P.; Hotels.com GP, LLC; Hotwire, Inc.; Trip Network, Inc. d/b/a Cheaptickets.com; Travelport Inc. (f/k/a Cendant Travel Distribution Services Group, Inc.); Expedia, Inc.; Internetnetwork Publishing Corp. (d/b/a Lodging.com); Lowestfare.com LLC (f/k/a Lowestfare.com Incorporated); Orbitz, Inc.; Orbitz LLC; priceline.com Incorporated; Site59.com LLC; Travelocity.com Inc.; Travelocity.com LP; Travelweb LLC; and TravelNow.com, Inc.; (collectively “Defendants”) and the Class (as defined below), acting by and through Plaintiffs, City of Rome, Georgia; Hart County, Georgia; City of Cartersville, Georgia; City of Hartwell, Georgia; Cobb County, Georgia; City of Cedartown, Georgia; City of Dalton, Georgia; Gwinnett County, Georgia; Fulton County, Georgia; City of Rockmart, Georgia; City of East Point, Georgia; City of Warner Robins, Georgia; City of Tybee Island, Georgia; DeKalb County, Georgia; City of College Park, Georgia; City of Alpharetta, Georgia; City of Macon, Georgia; Augusta-Richmond County, Georgia; Clayton County, Georgia (collectively “Plaintiffs” and together with Defendants, the “Parties”).

## **BACKGROUND**

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

WHEREAS, on February 6, 2006, Defendants filed a Motion to Dismiss the Plaintiffs’ Complaint which was subsequently granted in part and denied in part on May 9, 2006; and

WHEREAS, on June 8, 2006, Plaintiffs filed an Amended Complaint, *inter alia*, adding additional named representatives; and

WHEREAS, Defendants have answered Plaintiffs' Complaint denying the claims asserted by Plaintiffs; and

WHEREAS, on March 21, 2011, the Court entered an Order (the "Certification Order") which certified Plaintiffs' claims under Fed. R. Civ. P. Rule 23(a), Rule 23(b)(2) and Rule 23(b)(3) and certified a class consisting of "Plaintiffs and all other counties and municipalities in the State of Georgia that levy an excise tax on rooms, lodgings and accommodations pursuant to O.C.G.A. § 48-13-50, *et seq.*" ("the Class"); and

WHEREAS, in the Certification Order, the Court further approved Plaintiffs as representatives on behalf of the class Robert M. Brinson and J. Anderson Davis of Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP; Robert C. Lamar and David W. Davenport of Lamar, Archer & Cofrin, LLP; John W. Crongeyer, M.D. of Crongeyer Law Firm PC; Walter J. Gordon of The Gordon Law Firm; Kevin A. Ross of The Law Practice of Kevin A. Ross; and David G. Archer of Archer & Lovell, P.C., as counsel on behalf of the Class (collectively, "Plaintiffs' Counsel"); and

WHEREAS, Defendants deny any wrongdoing of any kind whatsoever and, without admitting or conceding liability, nevertheless have agreed to enter into this Agreement to avoid further expense, as well as the burdens and risks of litigation; and

WHEREAS, the Parties desire to compromise and settle certain issues and claims relating to the allegations made in the Lawsuit concerning certain prospective injunctive relief and Defendants' alleged obligations, rights and duties concerning the payment of Hotel Tax to the Class after May 16, 2011 and going forward as set forth herein, while continuing to litigate all issues regarding: (i) Defendants' alleged obligation to pay Hotel Tax, damages, interest,

penalties, and attorneys' fees to the Class for hotel room transactions that were booked through a Defendant for occupancy of hotel rooms within the Class jurisdictions prior to and including May 16, 2011; (ii) whether the Plaintiffs are entitled to additional recoveries based on Breakage as defined below, cancellation fees and extra person fees; and (iii) whether the Plaintiffs are entitled to additional recoveries based on the taxable amount(s) being different than the Room Rate (as defined herein) after May 16, 2011; and

WHEREAS, Plaintiffs have been informed by their counsel of the duties and obligations of a class representative, are familiar with the pleadings and discovery in the Lawsuit and the results of the factual investigation undertaken by their counsel, and have been fully advised by such counsel as to the terms and effects of this Agreement, including the nature of the claims that are the subject of this Agreement, the potential for success if the claims of the Lawsuit addressed by this Agreement were to be litigated to their conclusion, and the relief obtained by the settlement; and

WHEREAS, the Parties, through their respective counsel, have engaged in extensive arm's length negotiations in reaching this Agreement; and

WHEREAS, in evaluating the partial settlement set forth in this Agreement, Plaintiffs' Counsel have concluded that the benefits provided to the Class under this Agreement to make a partial settlement with Defendants now pursuant to such terms and conditions are in the best interests of the Class in light of, among other considerations, (1) the substantial benefits afforded to the Class under the terms of this Agreement; (2) the attendant risks and uncertainties of litigation concerning the claims to be satisfied, especially in complex litigation such as this action; (3) the expense and length of time necessary to prosecute the satisfied claims through trial; and (4) the desirability of consummating this Agreement promptly to provide effective current and ongoing monetary and other relief to the Class (as defined below); and

WHEREAS, the Parties, and their respective counsel, believe that the terms of the partial settlement set forth in this Agreement are fair, reasonable and adequate; and

WHEREAS, the Parties desire and intend to seek Court approval of the partial settlement as set forth in this Agreement;

NOW, THEREFORE, it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement and the entry by the Court of the Partial Settlement Order and Judgment (as defined below), the Parties agree to be bound by the Partial Settlement Order and Judgment and the claims of all Class Members regarding the Current and Prospective Hotel Tax (as defined below) shall be settled and compromised on the terms and conditions set forth below. It is further agreed that each of the recitals stated above is true and accurate, and is hereby made a part of this Agreement.

### **DEFINITIONS**

In addition to any definitions set forth above or elsewhere in this Agreement, the following terms, as used in the Agreement, shall have the meanings set forth below:

A. The term “Breakage” shall mean, solely for purposes of this Agreement and the reservation of rights contained herein, the amounts retained by any Defendant as a result of a consumer not utilizing a reservation at a hotel facilitated by a Defendant using the Merchant Model of Business or a hotel failing to timely charge or invoice a Defendant for a hotel stay facilitated by a Defendant using the Merchant Model of Business, or a Defendant’s failure to pay an invoice by a Hotel.

B. The term “Class” shall refer to all county or municipal governments in the State of Georgia which have enacted hotel excise tax ordinances pursuant to O.C.G.A. §48-13-50, *et. Seq.*, as certified by the Court.

C. The term “Class Member” in the singular or plural form shall refer to any county or municipal governmental entity included within the Class (including Plaintiffs).

D. The term “Class Report” shall have the meaning set forth in the Consent Order as defined below.

E. The term “Complaint” shall refer collectively to the Complaint and the Amended Complaint and any other amendments or supplements thereto filed in the Lawsuit.

F. The term “Consent Order” shall mean the entered order attached to this Agreement as Exhibit A.

G. The term “Court” shall refer to the United States District Court for the Northern District of Georgia, Rome Division.

H. The term “Hotel Tax” shall refer to the taxes enacted in ordinances by Class Members pursuant to the provisions of the Enabling Act (O.C.G.A. §48-13-50, *et. seq.*).

I. The term “Current and Prospective Hotel Tax” shall refer to all Hotel Tax due, as a result of this Agreement, to Class Members from any Defendant for Hotel Occupancies commencing after May 16, 2011 and continuing prospectively.

J. The term “Current and Prospective Incremental Tax” shall refer to all Incremental Tax due, as a result of this Agreement, to Class Members from any Defendant for Hotel Occupancies commencing after May 16, 2011 and continuing prospectively.

K. The term “Hotel Occupancy” or “Hotel Occupancies” means, for the purposes of this Agreement, the designation of an actual room for a traveler by a Hotel and the granting of access to that room, lodging or other accommodation for occupancy at a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings or other accommodations are regularly furnished for value within the State of Georgia, as evidenced by a

charge to the Defendant by a Hotel, the reservation for which was facilitated by Defendants utilizing the Merchant Model of Business.

L. The term “Hotel Occupancy Transaction” shall mean a Hotel Occupancy reported by Defendants pursuant to Section 1.C hereof and for which Defendants remitted the applicable Incremental Tax pursuant to Section 1.A or 1.B hereof or Alternative Incremental Tax pursuant to Section 1.D.

M. The term “Interest and Penalties” for purposes of this Agreement, refers to the Agreed Upon Interest as subsequently defined in this Agreement and the penalty provisions in the Enabling Act and the ordinances of the Class Members enacted pursuant to the Enabling Act.

N. The term “Room Rate”, for the purposes of this Agreement, shall mean the dollar amount displayed by Defendants to their customers as the nightly rate for the room or room type depicted in a hotel reservation facilitated by Defendants utilizing the Merchant Model of Business.

O. The term “Alternative Base Rate” shall mean the amount Plaintiffs allege is the actual taxable charge by Defendants to consumers (exclusive of taxes) for occupancy of the room, in addition to the Incremental Tax.

P. The term “Net Rate” shall mean the rental rate (exclusive of taxes) charged by the Hotel to Defendants for the room.

Q. The term “Incremental Tax” shall mean the difference between the Hotel Tax calculated on the Net Rate and the Hotel Tax calculated on the Room Rate.

R. The term “Alternative Incremental Tax” shall mean the difference between the Hotel Tax calculated on the Net Rate and the Hotel Tax calculated on the Alternative Base Rate.

S. The term “Payment Commencement Date” shall mean twenty (20) days after the month ending when the Class Report is filed with the Court.

T. The term “Agreed Interest Rate” shall mean the interest provisions as set forth in the Consent Order as hereinafter defined.

U. The term “Merchant Model of Business” shall mean, for the purposes of this Agreement, that business model used by Defendants whereby the Defendants or their Affiliates serve as the merchant of record in the transaction with the traveler and collect the charges for the reservation, including, among other things, Hotel Tax and/or applicable estimated tax charges from travelers in connection with pre-paid reservations made with a Hotel, but do not remit Hotel Tax equal to or in excess of the Incremental Tax amount.

V. “Summaries of Incremental Tax Paid” shall mean that information described in Exhibit A to the Consent Order.

W. The term “Persons” shall mean persons and entities, including, without limitation, any individuals, sole proprietorships, associations, companies, partnerships, joint ventures, corporations, trusts, estates, or any other persons or entities.

X. The term “Satisfied Claims” shall mean any and all claims, damages, suits, demands, liabilities, judgments, losses, and causes of action asserted or which could have been asserted by Plaintiffs and the Class Members against Defendants for Current and Prospective Incremental Tax, interest, penalties, costs and attorneys fees regarding Hotel Occupancy Transaction(s). Satisfied Claims shall specifically exclude any claims relating to: (i) Hotel Tax, interest, penalties and attorneys fees therein for Hotel Occupancies occurring prior to and including May 16, 2011; (ii) Plaintiffs’ contentions that Defendants owe Hotel Tax on the Alternative Base Rate for Hotel Occupancy Transactions occurring on or after May 16, 2011, (iii) Plaintiffs’ claims that they are entitled to recovery of Hotel Tax, interest, penalties, and attorneys fees, on Breakage for Hotel Occupancies occurring on or after May 16, 2011, or (iv) Plaintiffs’ claims that they are entitled to recovery of Hotel Tax, interest, penalties, and attorneys fees on service fees,

cancellation fees and/or extra person fees for Hotel Occupancy Transactions occurring on or after May 16, 2011.

Y. The term “Settlement Effective Date” shall mean the later of the date upon which all challenges to or appeals from, if any, the Partial Settlement Order and Judgment (defined below) have been finally concluded and exhausted, or the date upon which the time to seek any appellate remedy (including rehearing or writ of *certiorari* to the United States Supreme Court) from the Partial Settlement Order has expired.

Z. The term “Partial Settlement Order and Judgment” shall mean a final approval of an order and partial judgment entered by the Court approving the Partial Settlement and entering relief according to the terms in this Agreement and the Consent Order.

AA. The term “Best Efforts” shall mean the efforts that a reasonable person in the position of the Party would use to fulfill an obligation as diligently and expeditiously as possible under the circumstances.

BB. The term “Claims Administrator” shall mean the independent service provider nominated by Plaintiffs and approved by the Court whose function shall be the administration of the claims process, as set forth in this Agreement, including without limitation, the receipt of Hotel Tax payments into the Incremental Tax Fund and reports, the necessary analysis and processing of Hotel Tax payments and reports, distribution of funds to Class Members and Plaintiffs’ Counsel and issuance of periodic reports regarding the above.

CC. The term “Claims Submission Period” shall mean the period beginning on the date of the Notice described in Section 6 below and ending 45 days thereafter.

DD. The term “Incremental Tax Fund” means the fund approved by the Court into which the Incremental Tax and/or Alternative Incremental Taxes, and any applicable interest, are paid by the Defendants.

EE. “Hotel” means a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings or accommodations are regularly furnished for value.

FF. “Affiliate” means entities with which a defendant has a contract, distribution alliance or other arrangement by whatever name called whereby the Defendant provides reservation-facilitation services utilizing the Merchant Model of Business, such as credit card companies, internet search companies, airlines, convention and visitors bureaus or any other entity for which the Defendant has facilitated the booking of hotel reservations for the Affiliates’ customers.

GG. “Agreed Upon Interest rate” means seven (7%) percent.

### **TERMS OF AGREEMENT**

#### **1. Defendants’ Covenants and Undertakings.**

The Defendants AGREE and covenant as follows:

A. On or before the Payment Commencement Date, the Defendants shall pay into the registry of the Court an initial lump sum corresponding to the Incremental Tax for all Hotel Occupancies occurring after May 16, 2011 through the month ending after the Class Report is filed, plus interest accrued at the Agreed Interest Rate, provided that each Defendant is only responsible for the payment of Incremental Tax for Hotel Occupancies for which the reservations were facilitated by that particular Defendant.

B. On or before the twentieth (20<sup>th</sup>) day of the next month and of each month thereafter, until otherwise ordered by the Court, each Defendant shall continue to pay into the registry of the Court or Incremental Tax Fund a sum corresponding to the Incremental Tax for all Hotel Occupancies occurring during the preceding calendar month, provided that each Defendant is only responsible for the payment of Incremental Tax for Hotel Occupancies for which the

reservations were facilitated by that particular Defendant. Any Defendant that ceases to make payments into the Incremental Tax Fund because it is no longer collecting Hotel Tax and/or applicable tax charges from travelers, shall so notify Plaintiffs' counsel. Plaintiffs reserve their rights to adjudicate whether a Defendant that has ceased making payments into the Incremental Tax Fund remains subject to the payment of Incremental Tax or Alternative Incremental Tax. The Parties agree to attempt to resolve in good faith any dispute concerning a Defendant's obligation to continue to make payments into the Incremental Tax Fund.

C. Concurrent with the payments set forth in Paragraphs 1. A and 1. B, above, Defendants shall file with the Court and serve upon Plaintiffs' Counsel (or their authorized designee) the Summaries of Incremental Tax Paid, and filing of same shall act as a certification by Defendants that the Summaries accurately report all Hotel Occupancies in Plaintiffs jurisdictions facilitated by Defendants on behalf of themselves or any Affiliate in the world during that subject time period.

D. Should the Court at any time find that the actual tax base upon which Hotel Tax should have been calculated was/is the Alternative Base Rate, and such finding is affirmed or allowed to stand after all appeals, if any, are exhausted, then the Defendants shall make a lump sum payment into the Incremental Tax Fund within thirty (30) days of such final ruling equal to the difference between the Alternative Incremental Tax and Incremental Tax for all Hotel Occupancies occurring after May 16, 2011 and the date of such payment, plus interest accrued thereon at the Agreed Interest Rate, and shall thereafter adjust the monthly payments to reflect the Alternative Incremental Tax Amount due, provided that each Defendant is only responsible for the payment of Alternative Incremental Tax for Hotel Occupancies for which the reservations were facilitated by that particular Defendant.

E. The Defendants forever waive the right to reduce the Incremental Tax paid or Alternative Incremental tax paid by the deduction authorized by O.C.G.A. § 48-13-52.

F. The Defendants consent to the entry by the Court of the Consent Order compelling Defendants' compliance with the terms of this Agreement.

**2. Class Members' Agreements.**

The Class Members AGREE and covenant as follows:

A. As a condition to the claim filing process, Plaintiffs agree that each participating Class Member shall provide a report identifying by name and address each Hotel within each Class Member's jurisdiction and the Hotel Tax rate in effect in that jurisdiction from May 16, 2011. The Class Notice shall incorporate this condition to participation in the claims process.

B. Provided that Defendants timely perform the commitments as set forth in Paragraphs 1.A, 1.B, 1.C and 1.D above as set forth herein, the Class Members agree that all Satisfied Claims have been satisfied and further covenant not to sue or commence any proceeding against the Defendants for any Satisfied Claims. For purposes of this covenant, Defendants are deemed to include, individually and collectively, as appropriate, Defendants and their successors-in-interest, including, but not limited to, all of their respective parents, subsidiaries, joint ventures, partnerships, related companies, Affiliates, controlled entities, assignees, distributors, retailers, unincorporated entities, divisions, groups, present or former directors, officers, members, agents, employees, representatives, administrators, insurers, indemnities, and attorneys. Should any of the Defendants default on their obligations as set forth in Paragraphs 1.A, 1.B, 1.C and 1.D above, and then fail to address or cure default within the time allotted by paragraph 10 of the Consent Order, then as to said defaulting Defendant(s) Plaintiffs are free to pursue their claims for Current and Prospective Hotel Tax pursuant to the Consent Order against that defaulting Defendant or Defendants, but not against any non-defaulting Defendants, provided that each

Defendant is only responsible for the payment of Incremental Tax (or, to the extent provided in Paragraph 1.D, above Alternative Incremental Tax) for Hotel Occupancies for which the reservations were facilitated by that particular Defendant.

**3. Non-Admission of Liability.**

This Agreement is made for settlement purposes only, and neither the fact of, nor any specific provision contained in, this Agreement nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged by Plaintiffs or by any Class Member. Neither shall this Agreement constitute, and neither the fact of, nor any specific provision contained in, this Agreement nor any action taken hereunder constitute or be construed as, any admission of the validity of any defense or any fact alleged by Defendants in opposition to Plaintiffs' claims.

**4. Third Party Claims Administrator.**

The Parties agree that the Plaintiffs may petition the Court for appointment of a third party Claims Administrator to establish a depository for receipt of Current and Prospective Hotel Tax Payments into the Incremental Tax Fund, receive, reconcile and review Class Reports and Summaries of Incremental Tax paid, distribute Hotel Tax and Reports due Class Members, and distribute attorneys fees due Plaintiffs' Counsel. Said Claims Administrator shall be paid exclusively out of the Current and Prospective Hotel Tax Payments paid by Defendants pursuant to Paragraphs 1.A, 1.B and 1.D, above. Plaintiffs hereby release and hold harmless the Defendants from liability or responsibility for paying any claims administration costs for such payments made by Defendants.

**5. Preliminary Approval.**

No later than 30 business days after the date of full execution of this Agreement (unless such time is extended by mutual agreement of the Parties), Plaintiffs shall present this

Agreement to the Court by way of motion or otherwise, seeking preliminary approval of this Agreement (the “Submission for Preliminary Approval”). Defendants shall not oppose Plaintiffs’ request for preliminary approval of this Agreement. In connection with the Submission for Preliminary Approval, Plaintiffs shall apply for an order substantially in the form of Exhibit “B” to this Agreement (“Order of Preliminary Approval”). The Submission for Preliminary Approval shall request:

- a. Preliminary approval of this Agreement; and
- b. Approval of the notice proposed in this Agreement in form substantially similar to Exhibit “C” attached hereto.

**6. Notice to Class.**

No later than 20 days after the entry of the Order of Preliminary Approval (unless otherwise specifically modified below), Plaintiffs shall cause notice to be disseminated to the Class as directed in the Order of Preliminary Approval in a form substantially similar to that attached as Exhibit “C” to this Agreement (the “Settlement Notice”) or as otherwise ordered by the Court. The Parties agree that the methods of notice set forth in this Section constitute the best form of notice to the Class that is practicable under the circumstances.

**7. Final Approval**

- a. The Parties shall request that the Court hold a fairness hearing no later than seventy-five (75) days after the entry of the Order of Preliminary Approval. At the fairness hearing, the Parties shall jointly request that the Court enter an order in the form of Exhibit “D” to this Agreement (the “Partial Settlement Order and Judgment”), which shall finally approve the terms of this Agreement, and enter relief as agreed to herein, and the actual form of the Partial Settlement Order and Judgment entered by the Court may include additional provisions as to

which the Parties may subsequently agree, or which the Court may direct, that are not inconsistent with any of the express terms or conditions of this Agreement.

b. Following entry by the Court of the Partial Settlement Order and Judgment, no default by any Person in the performance of any covenant or any obligation arising under this Agreement, or any order of judgment entered in connection therewith, shall affect the scope of the Satisfied Claims, the Plaintiffs' covenant not to sue, or any other provision of this Agreement. The above notwithstanding, nothing in this sub-section shall prevent a Party from seeking enforcement of or compliance with the terms of this Agreement, or the intervention of the Court to compel any such default to be cured.

**8. Best Efforts of Parties.**

The Parties agree to undertake their respective Best Efforts to effectuate the obligations of the parties to this Agreement. The Parties shall encourage the Court to approve the Agreement, and shall not encourage Persons included within the Class to object to the Court's approval of the Agreement or to opt out of the Class.

**9. Objections to Settlement.**

a. Any Settlement Class Member who has not timely filed a written request for exclusion from the Settlement Class pursuant to Section 11 below may object to the fairness, reasonableness or adequacy of the proposed Settlement. Each Settlement Class Member who wishes to object to any term of this Agreement must do so in writing by filing a written objection with the Clerk of the Court and mailing it to the Parties' respective counsel at the addresses set forth in Section 24 below. Any such objection must be filed with the Clerk of the Court and received by the Parties' respective counsel no later than 30 days from the date of the Settlement Notice described in Section 6 above. Any such objection must (a) clearly state in detail the legal and factual ground(s) for the objection and the Settlement Class Member's name and address,

(b) attach copies of any materials that will be submitted to the Court or presented at the fairness hearing, and (c) be signed by the Class Member. Class Members may so object either on their own or through an attorney hired at their own expense. If an objecting Class Member hires an attorney to assist it, that attorney must file with the Court and serve upon the Parties' respective counsel at the addresses set forth at Section 24 below, a notice of appearance no later than 20 days before the Fairness Hearing. The Parties retain the right to file responses to any objections up to five (5) days before the fairness hearing.

b. Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, may be deemed ineffective, and will be deemed by the Parties to have been waived, and the Parties will argue that the Class Member asserting such objection may not have its objection heard or otherwise considered by the Court.

#### **10. Requests to Appear at Fairness Hearing.**

Class Members or their counsel who wish to appear at the fairness hearing must make such request by notifying the Clerk of Court and the Parties' respective counsel in writing at the addresses set forth in Section 24 below. Any such request must be filed with the Clerk of the Court and received by the Parties' respective counsel no later than 20 days before the date of the fairness hearing, and must state the name, address and telephone number of the Class Member, as well as the name, address and telephone number of the person who will appear on its behalf. Any such request must further indicate that the Class Member has previously or contemporaneously objected to this Agreement in compliance with the requirements of Section 9 of this Agreement. Any request for appearance that fails to satisfy the requirements of this section or of Section 9 above, or that has not been properly or timely submitted, may be deemed ineffective, and shall be deemed to constitute a waiver of such Class Member's rights to appear and to comment on the settlement at the fairness hearing.

**11. Requests for Exclusion (Opt Out) from Settlement Class Membership.**

a. Any Person included within the Class who wishes to be excluded from membership in the Class must do so in writing by mailing a written request for exclusion to the Court with copies to counsel for the Parties. Such request must be postmarked no later than 45 days from the date of the Notice described in paragraph 6 above. The request must (i) be signed by the Person requesting exclusion, (ii) clearly express the Person's desire to be excluded (or to "opt out") from the Class, and (iii) include the Person's name, address and telephone number, and, if represented by counsel, counsel's name, address and telephone number.

b. Any Person within the Class who wishes to be excluded from the Settlement Class can only opt out for itself and cannot opt out for any other Person; nor can any Person within the Settlement Class authorize any other Person to opt out on its behalf.

c. Any Person who has filed an objection to the fairness, reasonableness or adequacy of this Agreement pursuant to Section 9 above shall be deemed not to have opted out of the Class pursuant to this Section. In the event that a Class Member makes a submission to the Court and the Parties which appears to assert both an objection to the fairness, reasonableness or adequacy of this Agreement, and a statement of intent to opt out of the Class, the Parties shall advise the Court that the Class Member has objected to the Agreement, and shall object to any proposed opt out of the Class by that Class Member.

**12. Failure of Court to Approve this Settlement Agreement.**

a. If (i) preliminary or final approval of this Agreement is not obtained from the Court, (ii) the Partial Settlement Order in the form attached as Exhibit "D" to this Agreement is materially modified by the Court, and any of the Parties objects in writing within 20 business days to such modification, or (iii) any objector appeals from the Court's entry of the Partial Settlement Order and such order is reversed in whole or in part by a final decision of an appellate

court, then any Party to this Agreement shall have the option to rescind this Agreement in its entirety, and upon the election of that Party the Agreement shall be null and void, and shall have no further force and effect, and shall not be offered in evidence or used in the Lawsuit (or in any other matter) for any purpose against that Party. A modification or reversal on appeal of any award of attorney's fees and expenses shall not be deemed a material modification of this Agreement or a reversal that gives the right to rescind this Agreement.

b. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties or the Settlement Class Members, shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law, and shall not be used in any matter for any purpose, and all Parties shall stand in the same position as if this Agreement had not been negotiated, made and/or filed with the Court. The Lawsuit shall then proceed in all material respects as if this Agreement and any related orders had never been executed.

**13. Attorneys' Fees and Expenses, and Service Awards.**

a. As part of the Motion for Preliminary Approval and Final Approval, and included within the Notice to Class regarding this Partial Settlement, Plaintiffs will request that Plaintiffs' Counsel be awarded attorneys' fees and expenses to be paid solely out of the Incremental Tax or Alternative Incremental Tax payments made pursuant to this Agreement. The Parties understand and acknowledge that the award of attorneys' fees and expenses is within the Court's discretion and Defendants agree not to object to said request for fees and expenses and shall have no liability for payment thereof.

b. Defendants further agree not to oppose the payment of a \$2,500 service award to each Plaintiff to be made out of the Incremental Tax Fund.

c. Any application for an award of attorneys' fees and expenses or service awards made pursuant to this Section 13 is to be considered separate from the approval of this Agreement, and any challenges thereto shall not terminate or delay the Agreement.

**14. Effect of Covenant Not to Sue.**

This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for a temporary restraining order or preliminary or permanent injunction against, any action, suit or other proceeding, which has been or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any Satisfied Claim, subject to the exceptions stated herein.

**15. Entire Agreement.**

This Agreement shall constitute the entire agreement between the Parties regarding the Current and Prospective Hotel Tax, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them, with respect to such matters. This Agreement shall not be subject to any change, modification, amendment, or addition, without the express written consent of all Parties, and may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**16. Binding, Severable Agreement.**

This Agreement shall benefit and bind the Parties, as well as their representatives, and successors, and shall be construed as a whole, according to its plain meaning. If for any reason any provision of this Agreement other than Sections 1, 2 or 14 shall be determined by a court of competent jurisdiction to be invalid, inoperative, illegal, unenforceable, or void, the validity and effect of the other provisions shall not be affected thereby, and this Agreement shall continue in full force and effect without said provision.

**17. Continuing Jurisdiction.**

The Court shall retain continuing and exclusive jurisdiction over the Parties, including all Class Members, over the administration and enforcement of the Settlement and this Agreement, and over the distribution of benefits to the Class. The Court shall also retain continuing and exclusive jurisdiction in connection with enforcement of the parties' respective obligations as set forth herein. Any disputes or controversies arising with respect to the interpretation, enforcement or implementation of this Agreement must be submitted by formal and proper motion to the Court.

**18. No Assignment.**

The Parties each represent and warrant that they have not assigned, transferred or purported to assign or transfer, in whole or in part, any interest in any of the rights and claims that are the subject of this Agreement.

**19. Choice of Law.**

The validity, construction, interpretation, performance, and enforcement of this Agreement shall be governed by the internal, substantive laws of Georgia without giving effect to Georgia choice of law principles.

**20. Counterparts.**

This Agreement may be executed in one or more counterparts, either manually, by telecopy, or by emailed pdf. All executed counterparts, and each of them, shall be deemed to be one and the same original instrument. This Agreement shall be deemed executed as of \_\_\_\_\_. The Parties shall exchange among themselves original, signed counterparts, and a complete set of such counterparts shall be filed with the Court as an exhibit to the Submission for Preliminary Approval.

**21. Advice of Counsel.**

Each of the Parties has had the benefit of the advice of counsel in the negotiation, drafting and execution of this Agreement, and the language in all parts of this Agreement is the product of the efforts of such counsel.

**22. Authority.**

The Parties each represent and warrant that they have authority to enter into this Agreement, subject to certification of the Settlement Class and approval of this Agreement by the Court.

**23. No Party is Drafter.**

None of the Parties to this Agreement shall be considered to be the primary drafter of this Agreement, or of any of its provisions, for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

**24. Notification.**

Except as otherwise described in the Settlement Notice attached as Exhibit C to this Agreement, all notices and other communications referenced in this Agreement shall be addressed to the Parties' counsel at their respective addresses as set forth below:

Notices to Plaintiffs or the Settlement Class Members

Robert M. Brinson, Esq.  
J. Anderson Davis, Esq.  
Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP  
P.O. Box 5007  
Rome, GA 30162-5007

With a copy to:  
Robert C. Lamar, Esq.  
Lamar, Archer & Cofrin, LLP  
50 Hurt Plaza, Suite 900  
Atlanta, Georgia 30303

Notices to Defendants

Edward Hine, Jr., Esq.  
P.O. Box 5128  
Rome, GA 30162-5128

With a copy to:  
E. Kendrick Smith, Esq.  
Jones Day  
1420 Peachtree Street  
Suite 800  
Atlanta, Georgia 30309-3053

**25. Time for Compliance.**

If the date for performance of any act required by or under this Agreement to be performed on a particular day or within a specified period of time falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

IN WITNESS WHEREOF, the Parties have signed and delivered originals of this Agreement as of, \_\_\_\_\_ but actually signed this Agreement on the dates set forth below.

Agreed to and Accepted this \_\_\_\_ day of \_\_\_\_\_, 2012.

For the Plaintiffs:

City of Rome, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Hart County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Cartersville, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Hartwell, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Cobb County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Cedartown, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Dalton, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Gwinnett County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Fulton County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Rockmart, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of East Point, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Warner Robbins, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Tybee Island, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DeKalb County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

City of College Park, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Alpharetta, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
City of Macon, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Augusta-Richmond County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Clayton County, Georgia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

For the Defendants:

Hotels.com, L.P.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Hotels.com, GP, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Hotwire, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Trip Network, Inc. (d/b/a  
Cheaptickets.com)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Travelport, Inc. f/k/a Cendant Travel  
Distribution Services Group, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Expedia, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Internet Publishing Corp.  
d/b/a Lodging.com

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Lowestfare.com LLC  
f/k/a Lowestfare.com Incorporated

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Orbitz, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Orbitz LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

priceline.com Incorporated

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Site59.com LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Travelocity.com Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Travelocity.com LP

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Travelweb, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TravelNow.com, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_