



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 7/21/2011
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. July 7, 2011 (Page 3-14)

[Attachments](#)

B. Other

1. CDBG Disaster Recovery Grant Extension Request (Page 15-16)

[Attachments](#)

2. Transfer of Properties to Habitat (Page 17-36)

[Attachments](#)

C. Contracts/Agreements

1. Intergovernmental Agreement with Bartow County for 2014 SPLOST (Page 37-80)

[Attachments](#)

2. Memorandum of Understanding with Appalachian Valley Fiber Network (Page 81-83)

[Attachments](#)

D. Bid Award/Purchases

1. Workers Compensation Insurance Renewal (Page 84-86)

[Attachments](#)

-
2. Deep Patch Project (Page 87-108)

[Attachments](#)

3. Ductile Iron Pipe - Water Department (Page 109)

[Attachments](#)

E. Monthly Financial Statement

1. May 2011 (Page 110-114)

[Attachments](#)

F. Presentations

1. Citizen Survey Results (Page 115-117)

[Attachments](#)



City of Cartersville

City Council Meeting
7/21/2011 7:00:00 PM
July 7, 2011

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes have been complied by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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

I. Opening Meeting

Invocation by Council Member McDaniel

Pledge of Allegiance led by Council Member Stepp

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

II. Regular Agenda

A. Council Meeting Minutes

1. June 16, 2011

A motion to approve the June 16, 2011 City Council minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

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

1. Z11-03 Rezoning application by Henry Floyd for property located at the intersection of West Avenue and Euharlee Road from O-C to G-C.

Mr. 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 the intersection of West Avenue and Euharlee Road. The applicant seeks to rezone the property from medium-use commercial (O-C) to high-use commercial (G-C) to allow for a general commercial development. Mr. Mannino stated that staff had no objections, there have been no changes or additions since the first reading and the Planning Commission had recommended approval.

Mayor Santini declared a Public Hearing for the zoning application open. After no comments, Mayor Santini declared the Public Hearing closed.

A motion to approve Ordinance No. 19-11 was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 19-11

Petition No. Z11-03

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 Henry Floyd. Property is located at the intersection of West Avenue (SR 61/113) and Euharlee Road. Said property contains 1.58 acres located in the 4th District, 3rd Section, Land Lot(s) 634 and 663 as shown on the attached plat Exhibit "A". Property is hereby rezoned from O-C (Office Commercial) to G-C (General Commercial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of June 2011.

ADOPTED this the 7th day of July 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. SU11-01 Special Use Application by Roy Rozanske for property located at 3224 W. Porter Street to allow a salvage yard to operate in the H-I zoning district.

Mr. Randy Mannino, Planning and Development Director, stated that this application no longer meets the criteria and asked that this item be removed from the agenda. Mayor Santini removed this item from the agenda.

C. Other

1. GA DOT Letter of Concurrence: Leake Mounds – Etowah Riverwalk

Greg Anderson, Parks and Recreation Director stated that in reference to the Letter of Concurrence sent by the GA DOT on the TE Grant – Leake Mounds – Etowah Riverwalk Trail Project a new schedule has been set for the project completion by the GA DOT. Mr. Anderson stated that he had spoken with the GA DOT officials and with the engineer on this project regarding the new schedule and feels that the city will meet the revised schedule for this trail project. Mr. Anderson recommended approval of the letter and revised schedule.

A motion to approve the Mayor to sign the GA DOT Letter of Concurrence and approve the revised schedule for the Leake Mounds – Etowah Riverwalk was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

D. Contracts/Agreements

1. Construction Manager At Risk: Potts Construction/Graham Commercial Contractors

Dan Porta, Assistant City Manager stated that after the City Council interviewed the three finalists for Construction Manager at Risk (CMR) and ranked each firm, he began to negotiate a CMR contract with Potts Construction/Graham Commercial Contractors for the construction of the Public Safety Headquarters and Fire Station #4. These firms will be providing builders risk insurance on these projects during the construction phase, and the cost of their work is as follows: Pre-construction fee – amount not to exceed \$31,000.00; Construction costs (or General Conditions) – amount not to exceed \$51,907.25 per month; Construction Manager at Risk fee – 5.5% of the cost of work. Mr. Porta stated that at this time it is estimated that the total cost to construct both of these buildings is \$12 million dollars and the city will retain all savings for construction costs below the guaranteed maximum price. Based on this construction cost estimate and a 12 month construction period, the overall cost to the city for this project for the Construction Manager at Risk is 10.95% (this includes pre-construction fee, general conditions cost, and CMR fee of 5.5%).

Mr. Porta stated that if the CMR contracts are approved, the next step will be for Potts Construction/Graham Commercial Contractors to begin advertising for local sub contractors who are qualified to complete phases of the project and solicit pricing for the entire project. From this the CMR will develop a guaranteed maximum price for these projects. Mr. Porta stated that this total fee is on par with current market rates for other CMR contracts reviewed and recommended approval of this contract.

A motion to approve the contract with Potts Construction/Graham Commercial Contractors was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

E. Bid Award/Purchases

1. USA Software for Police Department

Tommy Culpepper, Police Chief stated that this is the annual agreement for USA Software Support for the internal data/information system, in-car computers and reporting system. Chief Culpepper stated that the current agreement expires on August 9, 2011 and the renewal cost is \$28,399.20. Chief Culpepper stated that this company has provided this service for a number of years and recommended approval.

A motion to approve the agreement with USA Software Support was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Electric Line Reclosers

Don Hassebrock, Electric Assistant Director stated that he is requesting approval to purchase two three-phase electronic reclosers. Reclosers are mini breakers placed on a line which during trouble allows only a section of line to be disrupted instead of an entire line. This increases reliability and minimizes the number of customers affected by storms, downed trees and such. Mr. Hassebrock stated that the units used by the Cartersville Electric System are no longer manufactured and new comparable units cost \$25,000.00 each; however he has been able to locate two units that match the units currently in use that have been refurbished and carry the same warranty as new units. These units are preferred because they are interchangeable and we already have the necessary hardware/software. Mr. Hassebrock stated that since refurbished units are not available from other vendors, there are no comparable bids and recommended purchasing the units from Florida Transformer in the amount of \$11,376.52 each.

A motion to approve purchase from Florida Transformer was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

3. FY 2011-2012 Audit Services

Dan Porta, Assistant City Manager stated that the city engages an audit firm to perform its annual audit. The city's current audit firm was asked to extend the current contract for an additional year. The audit firm has agreed to the extension and has submitted a price to perform the audit not to exceed \$36,200.00. Mr. Porta stated that this is an increase of \$4,000.00 over the current contract due to not engaging in a multi-year contract and recommended approval of Williamson & Co. for the FY 2011-2012 Audit Services.

A motion to approve the agreement with Williamson & Co. was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

4. Rebuild Water Recycle Pumps at Water Pollution Control Plant

Ed Mullinax, Assistant Water Superintendent stated that there are two recycle water pumps at the wastewater plant that need to be replaced or rebuilt. These pumps supply water to the entire plant for wash down, operation of presses, polymer feed, chlorination feed, etc. The use of this recycled water saves about \$5,000.00 per month versus the use of potable water. Mr.

Mullinax recommended approval of the low bid from Rome Electric Motors in the amount of \$11,604.00 to rebuild these two pumps.

A motion to approve the agreement with Rome Electric Motors was made by Council Member McDaniel and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

F. Engineering Services

1. Water Main Crossing Sugar Valley Road

Ed Mullinax, Assistant Water Superintendent stated that they currently have a SPLOST project under design for the widening of the bridge at Nancy Creek on Sugar Valley Road. This project involves construction in the area of the Water Department's proposed West Feeder Main – 36" Water Main Project. Installation of the proposed water main by open cut during the bridge construction project will save over \$50,000.00 as opposed to installing the water main by jack and bore method after the new bridge is in place. The Water Department has requested Jacobs Engineering Group to provide a proposal for Engineering Services for the preparation of design drawings and specification for a segment of the main crossing Sugar Valley Road and these will be incorporated into the bridge project contract. Mr. Mullinax stated that the proposal from Jacobs Engineering is for an amount not to exceed \$9,813.00 and recommended approval.

A motion to approve the engineering services by Jacobs Engineering was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

**G. Change Order
(Items 1 & 2 Voted as one motion)**

1. C & L Contractors for Water Pollution Control Plant Pipe Replacement

Ed Mullinax, Assistant Water Superintendent stated that during the project at the wastewater plant putting in a new return activated sludge line the contractor discovered two electrical duct banks that were not located before the project started. This changed the scope of the project and the contractor had to add about 28 hours of work to C & L Contractors with his four man crew and equipment to install four extra 24" angles of 45 degrees. Threading the pipe through this obstruction was very time consuming and has required a change order on the contract in the amount of \$10,845.00 bringing the total contract price to \$26,795.00 and Mr. Mullinax recommended approval.

2. Reroofing Distribution and Collections Building

Ed Mullinax, Assistant Water Superintendent stated that the roof replacement on the Distribution and Collection Building is almost complete and it was observed during this work that there are about 15 panels on the outer wall that are rusted through at the bottom. These damaged panels will allow rain and animals to get into the building. Mr. Mullinax stated that the

roofer had done a good job and he would like for this same contractor to replace these outside panels and paint them to match the rest of the building. Mr. Mullinax recommended approval of Hampson Construction in the increased amount of \$6,640.00 for a project total of \$30,040.00.

A motion to approve both change orders as presented was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

Mayor Santini stated that there were two items that needed to be added to the agenda. A motion to add these items to the agenda was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

H. Added Items

1. Resolution

David Archer, City Attorney stated that this is a joint resolution with Bartow County to create an additional Joint Development Authority for financials that will have the ability to do things that the current Authority cannot do for a significant savings. Once adopted by both the city and county this resolution will be forwarded to the Secretary of States office and will become effective upon their approval. Mr. Archer stated that the first Board of Directors of the Authority each of whom meets the foregoing qualifications, for terms of office expiring as indicated below:

<u>Director</u>	<u>Appointing Authority</u>	<u>Date of Expiration of Initial Term of Office</u>
Greg Frisbee	City Council	December 31, 2013
Lamar Pendley	City Council	December 31, 2013
David Caswell	City Council	December 31, 2015
Malcom Cooley	City Council	December 31, 2015
Carolos Calhoun	Commissioner	December 31, 2013
Ronnie Evans	Commissioner	December 31, 2013
Ed Brush	Commissioner	December 31, 2015
Eric Strickland	Commissioner	December 31, 2015

A motion to approve Resolution No. 15-11 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Resolution No. 15-11

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY AND THE CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA TO DECLARE THE NEED FOR THE CREATION OF AN ADDITIONAL JOINT DEVELOPMENT AUTHORITY TO FUNCTION IN BARTOW COUNTY, GEORGIA AND THE CITY OF CARTERSVILLE, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AUTHORITIES LAW; TO APPOINT A BOARD OF DIRECTORS FOR SUCH DEVELOPMENT AUTHORITY; TO AUTHORIZE SUCH

DEVELOPMENT AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE ADOPTION OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Commissioner of Bartow County (the “Commissioner”) is the governing authority of Bartow County, Georgia (the “County”), a political subdivision created and existing under the laws of the State of Georgia; and

WHEREAS, it has been determined by the Commissioner that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities in the County; and

WHEREAS, the City Council of the City of Cartersville, Georgia (the “City Council”) is the governing authority of the City of Cartersville, Georgia (the “City”), a municipal corporation created and existing under the laws of the State of Georgia; and

WHEREAS, it has been determined by the City Council that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities in the City; and

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, which permits the General Assembly of the State of Georgia to authorize the creation of development authorities for certain purposes by any county or municipality or combination thereof, and an act of the General Assembly of the State of Georgia entitled the “Development Authorities Law,” as amended, and codified as Chapter 62 of Title 36 of the Official Code of Georgia Annotated (the “Development Authorities Law”), which was enacted by the General Assembly of the State of Georgia pursuant to authority granted in such Article IX, Section VI, Paragraph III, authorize any one or more municipal corporations and one or more counties in the State of Georgia to create and activate a joint development authority within each such county and municipal corporation; and

WHEREAS, the Commissioner has determined that it is desirable and necessary that an additional joint development authority for the County and the City be created and activated immediately in order to fulfill the present needs expressed herein; and

WHEREAS, the City Council has determined that it is desirable and necessary that an additional joint development authority for the County and the City be created and activated immediately in order to fulfill the present needs expressed herein;

NOW, THEREFORE, BE IT RESOLVED, by joint and concurrent resolution of the Commissioner and the City Council, and it is hereby resolved by the authority of the same, that there be and there is hereby determined and declared to be a pressing, existing, and future need for an additional development authority (as more fully described and defined in the Development Authorities Law) to function in the County and the City for the

purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County and the City, thereby promoting the general welfare of the citizenry of the County and the City.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby created and activated the public body corporate and politic known as the “Bartow-Cartersville Second Joint Development Authority” (the “Authority”), pursuant to the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Board of Directors of the Authority shall consist of eight members, four of whom shall be appointed by the City Council and four of whom shall be appointed by the Commissioner. Each of the members of the Board of Directors of the Authority must be a taxpayer residing in the City, in the case of members appointed by the City Council, or the County, in the case of members appointed by the Commissioner, and none of whom shall be an officer or employee of the County or the City.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there are hereby elected as members of the first Board of Directors of the Authority the following named persons, each of whom meets the foregoing qualifications, for terms of office expiring as indicated below:

<u>Director</u>	<u>Appointing Authority</u>	<u>Date of Expiration of Initial Term of Office</u>
Greg Frisbee	City Council	December 31, 2013
Lamar Pendley	City Council	December 31, 2013
David Caswell	City Council	December 31, 2015
Malcom Cooley	City Council	December 31, 2015
Carolos Calhoun	Commissioner	December 31, 2013
Ronnie Evans	Commissioner	December 31, 2013
Ed Brush	Commissioner	December 31, 2015
Eric Strickland	Commissioner	December 31, 2015

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution by the Commissioner and the City Council each of such persons named as directors above shall serve in such capacity until their initial term of office expires as indicated above, unless they cease to be eligible prior to the expiration of such term. After the initial terms of office, directors of the Authority shall serve for terms of office of four years each, unless they cease to be eligible prior to the expiration of such term. At the end of any term of office of any director, or upon becoming ineligible, a successor thereto shall be elected by the Commissioner or the City Council, as the case may be, determined according to the authority that appointed the director whose term is expiring. A director whose term of office shall have expired shall continue to hold office until his or her successor shall be so elected.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Board of Directors hereinbefore elected shall organize itself, carry out its duties and responsibilities, and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Clerk of the County and the City Clerk shall furnish immediately to the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the mandate set forth in Section 2 of the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the action taken by the Commissioner and the City Council herein, including the activation of the Bartow-Cartersville Second Joint Development Authority under the Development Authorities Law, is not intended to, and shall in no way or to any extent, impair or otherwise affect the existence, purpose, organization, powers, or function of any other industrial development or other authority heretofore created by constitutional amendment or Act of the General Assembly, including without limitation, the Cartersville Development Authority created pursuant to an amendment to the Constitution of the State of Georgia (1962 Ga. Laws 1021 to 1027, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to an Act of the General Assembly of the State of Georgia (1986 Ga. Laws 4694 to 4695, inclusive), or the Bartow-Cartersville Joint Development Authority, the Development Authority of Cartersville, or the Development Authority of Bartow County, each created pursuant to the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effective immediately upon its adoption by the Commissioner, the City Council, or the last approving this resolution, and from and after such adoption and approval the Authority shall be deemed to be fully created and activated.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 13th day of July 2011.

BARTOW COUNTY, GEORGIA

By: Clarence Brown
Clarence Brown, Commissioner of
Bartow County

(SEAL)

Attest:

/s/ Kathy Gill
Kathy Gill, Clerk

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 7th day of July 2011.

CITY OF CARTERSVILLE, GEORGIA

By: Matthew J. Santini
Matthew J. Santini
Mayor

(SEAL)

Attest:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. Repair of John Deere Backhoe Boom

Gary Riggs, Gas Superintendent stated that his John Deere Backhoe was damaged while excavating on Sugar Valley Road. After inspection of the damage the replacement of the damaged boom has been recommended because the structural integrity of the boom has been compromised. The total cost of repairs is \$11,274.14 from Flint Equipment Company and Mr. Riggs recommended approval.

A motion to approve the repairs by Flint Equipment Company was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0.

Council Member Stepp recused himself from the meeting.

I. Presentations

1. Citizen Survey Results

Tom Quist, Assistant to the City Manager presented a portion of the results from the recently completed Citizen Survey pertaining to the Overall Community Quality, Environmental Quality, and Social and Civic Engagement.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini

Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
7/21/2011 7:00:00 PM
CDBG Disaster Recovery Grant Extension Request**

SubCategory:	Other
Department Name:	City Manager's Office
Department Summary Recommendation:	We are asking for your approval to request an extension of the grant period for our CDBG Disaster Recovery project (the Habitat Project). The grant was awarded in November of 2009 and is set to expire on November 17, 2011. Unfortunately, the project got off to a very slow start as we worked with DCA to satisfy all of the grant requirements. At this point, we are moving along steadily and spending the grant funds at a good rate. We have maintained frequent contact with DCA and they have always maintained that we would be very likely to receive an extension provided that we are showing adequate progress. All indications are that they are satisfied with our efforts and are therefore likely to grant an extension. We are asking for an additional year which will allow us to finish three Habitat houses this year, along with the rental house to be built by the Etowah Area Housing Authority, and the final three Habitat houses by Fall of 2012. Your approval of this item is recommended.
City Manager's Remarks:	This is a good program. Your approval of the grant extension is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

OFFICE OF THE MAYOR

July 12, 2011

Steed Robinson, Director
Office of Grant Administration
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329-2231

RE: Grant #09DRI-x-008-2-5186 – Extension Request

Dear Mr. Robinson,

The City of Cartersville would like to request a grant extension for the North Towne/MLK Area Affordable Housing project, which is due to expire on 11/17/11. There were several challenges at the beginning of the project that created delays. Now that the special conditions have been satisfied and SHPO requirements have been met, construction on the Habitat Houses has begun. So far, one house has been completed; we expect two more to be completed before the end of the year. This will leave three houses to construct next year. The City has drawn down \$118,183.41 to date.

In order to satisfy the 11.5% requirement for rental housing, the Etowah Area Consolidated Housing Authority will construct a rental property before the end of the year. After the construction of the two Habitat houses and the rental property the City will have drawn down more than 50% of the available funds by year end.

The City of Cartersville is requesting an extension through 11/17/12. I see no reason why the grant cannot be successfully closed out by that time.

If you have any questions regarding this matter, please don't hesitate to contact our grant manager Julie Haigler at 770-607-6202. Thank you for your time and consideration.

Sincerely,

Matthew J. Santini,
City of Cartersville, Mayor



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5684 • Fax: 770-386-5841 • www.cityofcartersville.org



Item # 2



City of Cartersville

City Council Meeting
7/21/2011 7:00:00 PM
Transfer of Properties to Habitat

SubCategory:	Other
Department Name:	City Manager's Office
Department Summary Recommendation:	As part of the CDBG Disaster Recovery grant project, the city acquired two properties located at 407 Johnson St. and 26 Martin Luther King Blvd. The dilapidated structures were demolished and the site was cleared. Acquisition and demolition expenses were covered fully by the grant. We are now ready to transfer ownership of these two properties to Habitat for Humanity so that they can begin construction. We are seeking your approval to transfer ownership of these properties via a quit claims deed. We are retaining a deed to secure debt as collateral for the construction loans (also being paid for by the grant). Your approval of this item is recommended.
City Manager's Remarks:	Your approval of this transfer is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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 19

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 26 Martin Luther King Drive, 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)

BK:2478 PG:122

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, and being located at number 26 Moon Street (now MLK Drive), said property facing south on said street 50 feet, more or less, and running back north 200 feet, more or less, of uniform width, to an alley. Said property is bounded south by Moon Street (MLK Drive) east by now or former J. C. Leonard home lot, north by said alley and west by now or former Jeff Moss lot, and being the same property conveyed to Jimmy C. Bennett by Mrs. Essie Selders, as shown by deed recorded in Clerk's Office said County. Said property is also the same property conveyed to Johnnie W. Bennett on October 27, 1958 by deed recorded at Deed Book 113, page 587, Bartow County records.

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

Attachment number 1
Page 3 of 19

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 407 Johnson 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)

BK:2470 PG:860

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, Georgia, including the house located on said property with all fixtures, furnishings, personal property and belongings, and being more particularly described as follows:

BEGINNING at the southwest point of Johnson Street and Roosevelt Street, thence running west along the south side of Johnson Street, approximately 50 feet to a point; thence running south parallel to the west side of Roosevelt Street, approximately 150 feet to a point; thence running east parallel to the south side of Johnson Street, approximately 50 feet to the west side of Roosevelt Street to a point, thence running north along the west side of Roosevelt Street approximately 150 feet to the intersection of the south side of Johnson Street and west side of Roosevelt Street, which is the point of beginning.

J L C

_____, 2011

Item # 3

_____, 2011

Item # 3

_____, 2011

Item # 3

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 _____, 2011, 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-Four Thousand Six Hundred Three and 85/100 (U.S. \$74,603.85)**, 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 26 Martin Luther King Drive, 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 9 of 19

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 10 of 19

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 _____, _____.

BK:2478 PG:122

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, and being located at number 26 Moon Street (now MLK Drive), said property facing south on said street 50 feet, more or less, and running back north 200 feet, more or less, of uniform width, to an alley. Said property is bounded south by Moon Street (MLK Drive) east by now or former J. C. Leonard home lot, north by said alley and west by now or former Jeff Moss lot, and being the same property conveyed to Jimmy C. Bennett by Mrs. Essie Selders, as shown by deed recorded in Clerk's Office said County. Said property is also the same property conveyed to Johnnie W. Bennett on October 27, 1958 by deed recorded at Deed Book 113, page 587, Bartow County records.

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 _____, 2011, 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-Four Thousand Six Hundred Three and 85/100 (U.S. \$74,603.85)**, 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 407 Johnson 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 13 of 19

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 14 of 19

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 _____, _____.

BK=2470 PG=860

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Cartersville, Bartow County, Georgia, including the house located on said property with all fixtures, furnishings, personal property and belongings, and being more particularly described as follows:

BEGINNING at the southwest point of Johnson Street and Roosevelt Street, thence running west along the south side of Johnson Street, approximately 50 feet to a point; thence running south parallel to the west side of Roosevelt Street, approximately 150 feet to a point; thence running east parallel to the south side of Johnson Street, approximately 50 feet to the west side of Roosevelt Street to a point, thence running north along the west side of Roosevelt Street approximately 150 feet to the intersection of the south side of Johnson Street and west side of Roosevelt Street, which is the point of beginning.

J L C

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 _____, 2011, 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-Four Thousand Six Hundred Three and 85/100 (U.S. \$74,603.85)**, 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 118 Courrant Drive, 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 17 of 19

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 18 of 19

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 _____, _____.

BK=2362 PG=178

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Cartersville, Bartow County, Georgia, a part of subdivision lot No. 92 of the Lowndes Subdivision as appears by plat thereof of record in the office of the Clerk of Superior Court of said County, in Deed Book MM, page 315. The tract hereby conveyed being the East part of said subdivision lot, and described as follows: BEGINNING at an iron stake at the intersection of Courrant Street and Porter Street, thence West along the South side of Porter Street 97 feet to an iron stake, thence South 50 feet to an iron stake, thence East 97 feet to an iron stake on the West side of Courrant Street, thence North 50 feet along the West side of Courrant Street to the beginning point. Said tract of land being the same land conveyed to Guy L. Burger, by deed dated May 22, 1961 and recorded in the office of the Clerk of the Superior Court of said County, in Deed Book 125, page 8.



City of Cartersville

City Council Meeting

7/21/2011 7:00:00 PM

Intergovernmental Agreement with Bartow County for 2014 SPLOST

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The city has been working with Bartow County and the other municipalities within the county on the 2014 SPLOST revenue estimates, revenue allocations and our project list. The attached Intergovernmental Agreement must be approved in order to place this item on the November 2011 election. I recommend approval of this agreement.
City Manager's Remarks:	This agreement is needed as part of the legal requirement to extend the SPLOST in Bartow County and the cities within it. This list is largely based on the input received from City Council during this year's visioning session. The list and agreement need your approval to meet required legal deadlines.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	N/A

RESOLUTION No. ____

WHEREAS, the Mayor and City Council for the City of Cartersville has a list of SPLOST projects for approval subject to the November SPLOST election, and

WHEREAS, an Intergovernmental Agreement between various entities within Bartow County including the City of White is necessary in connection therewith,

NOW THEREFORE BE IT RESOLVED, that the attached form of Intergovernmental Agreement is hereby approved and the Mayor is authorized to sign the final version thereof in substantially the form submitted to the Mayor and Council with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor.

BE IT FURTHER RESOLVED, that this is a “form” of Agreement and the final version will be attached hereto.

BE IT FURTHER RESOLVED, that the attached exhibit of projects for the City of Cartersville are hereby approved and authorized.

BE IT AND IT IS HEREBY RESOLVED, this 21st day of July, 2011.

Matthew Santini, Mayor

ATTEST:

Connie Keeling, City Clerk (Seal)

INTERGOVERNMENTAL AGREEMENT UNDER
O.C.G.A. §48-8-110 et. seq.

THIS AGREEMENT is made and entered into effective as of the ____ day of _____, 2011, between BARTOW COUNTY, GEORGIA, a body politic and a subdivision of the State of Georgia (hereinafter referred to as the "County"), and the CITIES OF ADAIRSVILLE, CARTERSVILLE, EMERSON, EUHARLEE, KINGSTON AND WHITE, GEORGIA, multiple corporations of the state of Georgia (hereinafter referred to sometimes as "Municipalities" and sometimes by their respective municipal names) JDA and 2nd JDA.

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Georgia under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the City of Adairsville ("Adairsville") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Cartersville ("Cartersville") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Emerson ("Emerson") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Euharlee ("Euharlee") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of Kingston ("Kingston") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the City of White ("White") is an incorporated municipality located wholly within the geographical boundaries of the County; and

WHEREAS, the JDA ...

WHEREAS, the 2nd JDA ...

WHEREAS, the Municipalities of Adairsville, Cartersville, Emerson, Euharlee, Kingston and White (hereinafter collectively referred to as the "Municipalities") are empowered and authorized to enter into intergovernmental contracts and agreements with the County; and

WHEREAS, the JDA's are empowered and authorized ...

WHEREAS, the County and the Municipalities desire to improve or construct water distribution systems and/or sewage treatment systems for the benefit of residents of Bartow County and its Municipalities; and

WHEREAS, the County and the Municipalities desire to construct, renovate and improve roads, streets, sidewalks, bridges and buildings located both within the unincorporated and incorporated areas of the county, including relocation of utilities for and improvements of surface water drainage from said roads, streets and bridges; and

WHEREAS, the JDA's, County and Municipalities desire to construct, renovate or improve facilities for local government operations; and

WHEREAS, the County and Municipalities desire to provide for an 800 Megahertz System and for a landfill expansion; and

WHEREAS, the County and Municipalities desire to provide for recreation improvements; and

WHEREAS, the County desires to provide for the retirement of prior existing indebtedness; and

WHEREAS, the County desires to provide for renovation and restoration of the Historic Bartow County Courthouse; and

WHEREAS, the County and Municipalities desire to provide for the acquisition of capital equipment necessary for local government operations; and

WHEREAS, the JDA's ...; and

WHEREAS, the JDA's, County and the above named Municipalities deem it appropriate to enter into an agreement to undertake the various capital outlay projects as hereinabove outlined; and

WHEREAS, the County desires to fund the various described capital outlay projects through the imposition of a special purpose local option sales tax as permitted by O.C.G.A. §48-8-110 et. seq. as amended (the "Act"); and

WHEREAS, the JDA's ...

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and in accordance with Article IX, Sect. III, Para. 1 of the Constitution of the State of Georgia.

IT IS HEREBY AGREED AS FOLLOWS:

1. **RECITALS.** The foregoing recitals, each being true, are made a part of this Agreement by reference.
2. **TERM.** Any revenue in excess of \$220,000,000 shall be disbursed to the County and Municipalities based upon the respective percentages stated above in Paragraph (C). Revenues in excess of \$220,000,000 shall be used by the County and respective Municipalities to: (1) complete projects herein listed; (2) retire existing general obligation debt; and (3) if no existing general obligation debt exists, disburse as provided by law.
3. **DEFINITIONS.** Words in this agreement shall have their ordinary and customary meaning as defined by a standard dictionary unless this Agreement otherwise specifically states or is required by the context herein.
4. **PROJECTS.** The JDA's, the County and the Municipalities shall undertake and make a bona fide effort to complete within the term of this Agreement the following capital projects (the "Projects") designed for the use and benefit of the citizens of the entire county:
 - a) With respect to water and sewer projects:
 - 1) The County pursuant to the terms and conditions of this Agreement shall undertake to complete the County Water and Sewer Projects; as identified in Attachment "A".
 - 2) The cities of Adairsville, Cartersville, Emerson, Kingston and White pursuant to the terms and conditions of this Agreement shall undertake to complete the respective water and sewer projects as identified in Attachments "B", "C", "D", "E" and "F" respectively.
 - b) With respect to road, street, bridge and building improvements:
 - 1) The County pursuant to the terms and conditions of this agreement shall undertake to complete the projects as identified in Attachment "G".

- 2) The cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, and White pursuant to the terms conditions of this agreement shall undertake to complete their projects as outlined in Attachments "H", "I", "J", "K", "L", and "M".
- c) With respect to the joint County and Municipalities improvements, the County and Municipalities agree to jointly fund the construction and equipping of a Civic Center Facility as outlined in Attachment "N".
- d) The County pursuant to the terms and conditions of this Agreement shall undertake to repay certain outstanding general obligation as outlined in Attachment "O".
- e) The County and the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston and White pursuant to the terms and conditions of this Agreement shall undertake to complete their respective additional improvements and projects as outlined in Attachments "V".
- f) The projects listed and described in the attachments to this agreement are listed in order of priority except that such order may be changed or projects may be added to or deleted from such list in the discretion of the County or Municipalities depending on the amount of funds ultimately available raised through the tax and any matching funds.

5. CONSTRUCTION OF PROJECTS.

- (a) The parties shall promptly move forward, as funds become available, with the acquisition, construction and installation of their respective Projects in an efficient and economical manner, at a reasonable cost, substantially in accordance with the descriptions contained in Attachments "A"-"V" and in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the parties of the Projects. In this connection, the parties agree to fully cooperate with one another and to assist in obtaining necessary rights-of-way and easements.
- (b) Each party acknowledges that the completion of the Projects for which it is the responsible party is important to the overall goal of improving the quality of the infrastructure within the County. Each party further acknowledges that its participation in and adherence to the terms of this Agreement are crucial to the funding and development of the Projects. For purposes of coordination of utilities location and planning for growth and provision of County services, any Projects (or portion thereof) which will be located in or connect with the unincorporated area of the County shall

require the prior approval of the parties. Such approval shall not be unreasonably withheld.

6. CONDITIONS PRECEDENT.

The obligations of each party to this Contract are conditioned upon the imposition of the Special Purpose Local Option Sales Tax pursuant to and in accordance with the provisions of the Act.

7. FUNDING OF PROJECTS.

(a) In order to fund the Projects, the County shall, subject to referendum approval and the other requirements of the Act, impose a one percent (1%) Special Purpose Local Option Sales Tax for a period of six (6) years during which period there is anticipated to be collected from the Net Proceeds (as defined in the Act) of such tax the sum of \$220,000,000.

(b) The Net Proceeds of the Special Purpose Local Option Sales Tax shall be received by the County from the State. The Net Proceeds shall be placed in a "Sales Tax Fund" created by the County pursuant to Section 8 hereof for disbursement to the parties to this Agreement as soon as practical after the receipt of said funds by the County from the State.

(1) Said funds shall be deposited into a special "Sales Tax Fund" created by the each respective party to this Agreement.

(2) Of the Net Proceeds of the tax, the County shall disburse for the Adairsville Projects an amount equal to the Adairsville Percentage (as hereinafter defined) of the Net Proceeds of the tax received by the County, which amount shall be the maximum cost of the Adairsville Projects which may be funded from the proceeds of the tax.

(3) Of the Net Proceeds of the tax, the County shall disburse for the Cartersville Projects an amount equal to the Cartersville Percentage (as hereinafter defined) of the Net Proceeds of the tax received by the County, which amount shall be the maximum cost of the Cartersville Projects which may be funded from the proceeds of the tax.

(4) Of the Net Proceeds of the tax, the County shall disburse for the Emerson Projects an amount equal to the Emerson Percentage (as hereinafter defined) of the Net Proceeds of the tax received by the County, which amount shall be the maximum costs of the Emerson Projects which may be funded from the proceeds of the tax.

(5) Of the Proceeds of the tax, the County shall disburse for the Euharlee Projects an amount equal to the Euharlee Percentage (as hereinafter defined) of the Proceeds of the tax received by the County, which amount shall be the maximum costs of the Euharlee Projects which may be funded from the proceeds of the tax.

(6) Of the Net Proceeds of the tax, the County shall disburse for the Kingston Projects an amount equal to the Kingston Percentage (as hereinafter defined) of the Net Proceeds of the tax received by the county, which amount shall be the maximum costs of the Kingston Projects which may be funded from the proceeds of the tax.

(7) Of the Net Proceeds of the tax, the County shall disburse for the White Projects an amount equal to the White Percentage (as hereinafter defined) of the Net Proceeds of the tax received by the County, which amount shall be the maximum cost of the White Projects which may be funded from the proceeds of the tax.

(8) Of the Net Proceeds of the tax, the County shall disburse for the County Projects an amount equal to the County Percentage (as hereinafter defined) of the Net Proceeds of the tax received by the County which amount shall be the maximum cost of the County Projects which may be funded from the proceeds of the tax.

(9) Of the Net Proceeds of the tax, the County shall disburse to the 2nd JDA ...

(c) It is contemplated that authorization for the issuance of general obligation debt will be included in the election call and will be issued in conjunction with the imposition of the tax, as authorized by the Act. In the event a Municipality desires to include funding for an authorized project through the issuance of such GO debt, such municipality's percentage of the net proceeds of the tax to which it is entitled pursuant to this Agreement shall be used to pay debt service for the portion of such GO debt allocated to such project, notwithstanding any provision of this Agreement to the contrary. The parties further agree that the terms and conditions of such issuance, including the allocation of administrative and issuance costs, shall be agreed to between the County and such municipality by separate agreement entered into prior to the issuance of such GO debt.

8. **SALES TAX FUND.** Upon imposition of the Special Purpose Local Option Sales Tax the County shall establish the Sales Tax Fund. The County shall be responsible for selecting a bank or banks which shall act as depository and custodian of the Sales Tax Fund upon such terms and conditions as may be acceptable to the County.

The monies received by the County through the imposition of the Special Purpose Local Option Sales Tax shall be deposited in the Sales Tax Fund. The Net Proceeds shall be held and disbursed to the County and the Municipalities, as the case may be, for the Projects financed out of the Sales Tax Fund, but only for the cost of acquiring,

constructing, and installing the Projects and all permitted expenses incident thereto, as contemplated in Section 7(b) hereof.

9. **AUTHORIZED SALES TAX FUND DISBURSEMENTS.** Disbursements of the Net Proceeds from the Sales Tax Fund may be made for the purpose of paying for the cost of acquiring, constructing, or installing the Projects and the expenses incident thereto. Without intending hereby to limit or restrict, and subject to any proper definition of such costs and expenses as now provided by law, said costs shall include all fees, costs, expenses and charges of whatever nature incidental and pertaining to the acquisition, construction and installation of the Projects.

10. **RECORDS AND AUDITS.** All funds deposited in the Sales Tax Fund shall be audited by the independent certified public accounting firm of the County at such time or times as required under O. C.G.A. §48-8-121(a)(2). Each of the parties hereto agrees to cooperate with such independent certified public accounting firm in any such audit by providing any and all necessary information. The Municipalities and the County shall each maintain a record of each and every element of their respective Projects for which the proceeds of the Special Purpose Local Option Sales Tax is used by such entity.

11. **TERMINATION OF TAX.** The parties acknowledge that the Special Local Option Sales Tax shall cease to be imposed in accordance with O.C.G.A. §48-8-112 (b) of the Act.

12. **OWNERSHIP AND OPERATION OF THE PROJECTS.**

(a) Bartow County shall own and/or operate the County Projects as determined by the County.

(b) The City of Adairsville shall own and/or operate the Adairsville Projects, as determined by Adairsville.

(c) The City of Cartersville shall own and/or operate the Cartersville Projects, as determined by Cartersville.

(d) The City of Emerson shall own and/or operate the Emerson Projects, as determined by Emerson.

(e) The City of Euharlee shall own and/or operate the Euharlee Projects, as determined by Euharlee.

(f) The City of Kingston shall own and/or operate the Kingston Projects, as determined by Kingston.

(g) The City of Taylorsville shall own and/or operate the Taylorsville Projects, as determined by Taylorsville.

(h) The City of White shall own and/or operate the White Projects, as determined by White.

(i) The County shall own the 800 Megahertz System and Landfill and the operation of said facilities shall be as provided by an Intergovernmental Agreement if needed as determined by County.

13. DETERMINATION OF EACH ENTITY'S PERCENTAGE OF THE NET PROCEEDS.

(a) Each Municipality's and the County's percentage of the Net Proceeds shall be determined and disbursed as set forth on Attachment "AA" attached hereto and made a part hereof until all funds collected under this SPLOST have been distributed.

(b) In the event that a Municipality elects not to enter into this Agreement between the County and such Municipality, any reference herein and in the Attachments hereto such Municipality Agreement and such Municipality's Project shall be disregarded and of no force and effect herein. The amount otherwise allocated to such Municipality's shall be added to the County's portion of the tax proceeds to be used for approved projects as determined by the County.

14. NOTICES. Any notices required to be sent under the provisions of this Agreement shall be sent to the following addresses:

a) Bartow County Commissioner of Bartow County
Suite 251, 135 W. Cherokee Avenue
Cartersville, Georgia 30120

b) City of Adairsville Mayor of Adairsville
116 Public Square
Adairsville, Georgia 30103

c) City of Cartersville Mayor of Cartersville
101 North Erwin Street
Cartersville, Georgia 30120

d) City of Emerson Mayor of Emerson
P.O. Box 300

Emerson, Georgia 30137

e) City of Euharlee Mayor of Euharlee
P.O. Box 744
Cartersville, Georgia 30120

f) City of Kingston Mayor Kingston
Post Office Box 309
Kingston, Georgia 30145

g) City of White Mayor of White
Post Office Box 116
White, Georgia 30184

h) JDA

i) 2nd JDA

15. **TIME IS OF THE ESSENCE.** Time is of the essence.

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Adairsville, Georgia, on this _____ day of _____, 2011.

CITY OF ADAIRSVILLE

By: _____
Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Cartersville, Georgia, on this _____ day of _____, 2011.

CITY OF CARTERSVILLE

By: _____
Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Emerson, Georgia, on this _____ day of _____, 2011.

CITY OF EMERSON

By: _____
Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Euharlee, Georgia, on this _____ day of _____, 2011.

CITY OF EUHARLEE

By: _____
Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of Kingston, Georgia, on this _____ day of _____, 2011.

CITY OF KINGSTON

By: _____
Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the City of White, Georgia,
on this _____ day of _____, 2011.

CITY OF WHITE

By: _____
Mayor

ATTEST:

City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

THIS AGREEMENT has been duly adopted by the City Council of the Bartow County, Georgia, on this _____ day of _____, 2011.

BARTOW COUNTY, GEORGIA

By: _____
Clarence Brown, Commissioner

ATTEST:

Kathy Gill, City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

(Joint Projects: \$27,500,000)

A. 800 Megahertz System

B. Landfill

DRAFT

ATTACHMENT "A"
(Bartow County Water & Sewer Projects)

- A.
- B.
- C.
- D.
- E.
- F.
- G.
- H.
- I.
- J.
- K.
- L.
- M.
- N.
- O.
- P.
- Q.
- R.
- S.
- T.

DRAFT

ATTACHMENT "B"

(Adairsville Water & Sewer Projects, Public Safety Facility or Facilities: \$1,200,000)

A capital outlay project consisting of public safety facility renovation and equipment acquisition for the City of Adairsville Police Department to include, but not be limited to:

1. Construction, remodeling, renovation and/or repair of law enforcement facility or facilities.
2. Purchase and acquisition of related capital equipment used in the operation of the law enforcement agency.

DRAFT

ATTACHMENT "C"
(Cartersville Water and Sewer Projects)

DRAFT

ATTACHMENT "D"

(Emerson Water & Sewer Projects: \$3,207,400)

WATER SYSTEM IMPROVEMENTS

- A. Replacement of water main on Puckett Road and other failing water mains.
- B. Clean, repair and repaint Waterside water tank.

SEWER SYSTEM IMPROVEMENTS

To include repairs as outlined in the sewer system inspection and Phase 1 Improvements to the Henry Jordan Wastewater Treatment Facility to increase capacity.

STORM SEWER SYSTEM IMPROVEMENTS

SYSTEMATIC REPLACEMENT OF PUBLIC WORKS EQUIPMENT

ATTACHMENT "E"

(Euharlee Water & Sewer Projects: \$2,100,000)

PUBLIC WORKS – To create a fund to address future needs in the area of public works including street improvement and enhancement projects. These improvements would include but not be limited to street repaving, curb and gutter installation, sidewalk installation, culvert and/or bridge enhancement and replacement, storm sewer and retention/detention improvements and improvements/enhancement to the public works department facility.

SEWER EXPANSION – To fund through a joint venture with the Bartow County Water Department the completion of a forced main sewer line that extends westerly towards the City of Euharlee. Such existing improvements would be completed and expanded into the downtown area of the city to a pump station. The city would install a gravity feed system leading to the pump station for the purpose of enhancing the improvement of the downtown area as well as city parks, buildings and offices. This project would further expand the marketability of property in the area by bringing sewer to the area and would enhance the prospects of future redevelopment of slum and blighted areas and increase the likelihood of the development of commercial tracts adjoining the city limits which would be the target of annexation and the increasing of the immediate local tax base.

ATTACHMENT "F"
(Kingston Water and Sewer Projects)

DRAFT

ATTACHMENT "F"
(White Water & Sewer Projects)

DRAFT

ATTACHMENT "G"

(Bartow County - Road, Street, Sidewalks, Bridges and Building Improvements)

DRAFT

ATTACHMENT "H"

(Adairsville - Road, Streets, Sidewalks, Bridges, Bicycle Paths and Storm Water Drainage: \$8,933,375)

A capital outlay project consisting of City of Adairsville road, street, and bridge purposes to include, but not be limited to, any or all of the following: acquisition of rights-of-way for roads, streets, bridges, sidewalks and bicycle paths; construction of roads, streets, bridges, sidewalks and bicycle paths; renovation and improvement of road, streets, bridges, sidewalks and bicycle paths, including resurfacing; relocation of utilities for roads, streets, bridges, sidewalks and bicycle paths; patching, leveling, milling, widening, shoulder preparation, culvert repair and other repairs necessary for the preservation of roads, streets, bridges, sidewalks and bicycle paths; and storm water drainage projects.

DRAFT

ATTACHMENT "I"

(Cartersville - Road, Streets, Sidewalks, Bridges and Building Improvements)

DRAFT

ATTCHMENT "J"

(Emerson - Road, Streets, Sidewalks, Bridges and Building Projects)

DRAFT

ATTACHMENT "K"

(Euharlee - Road, Streets, Sidewalks, Bridges, Building Improvements)

DRAFT

ATTACHMENT "L"

(Kingston – Buildings, Streets, Sidewalks, Bridges and Road Improvements)

MAINTENANCE/PUBLIC WORKS DEPARTMENT

A.

B.

C.

DRAFT

ATTACHMENT "M"

(White - Roads, Streets, Sidewalks, Bridges and Building Improvements)

DRAFT

ATTACHMENT "N"

Adairsville Recreational and Cultural Facilities: \$1,000,000

A capital outlay project consisting of the construction or new or renovation and rehabilitation of existing recreational and cultural facilities to be owned by the City of Adairsville, which project shall include, but not be limited to any or all of the following:

1. Walking and jogging trails
2. Acquisition and construction of a trail system and related facilities
3. Soccer field or facility
4. Softball/baseball field or facility
5. Football field or facility
6. Outdoor basketball court or courts
7. Playground facility or facilities
8. Tennis facility
9. Pavilion or pavilions
10. Museum or historical buildings or facilities
11. A building or buildings to house public restrooms, concessions, or storage in conjunction with recreational or cultural facilities
12. Parking associated with recreational or cultural facilities
13. Fencing related to recreational or cultural facilities
14. Benches or other seating related to recreational or cultural facilities
15. Acquisition of land or any interest therein for property adjacent to any new or existing recreational or cultural site
16. Sports and other lighting related to recreational facilities

ATTACHMENT "O"

(Cartersville and Bartow County Joint Civic Center Facility)

DRAFT

ATTACHMENT "P"

(Retirement of Existing Bartow County Indebtedness)

DRAFT

ATTACHMENT "P"
(Bartow County Renovations)

DRAFT

ATTACHMENT "Q"

(Bartow County Miscellaneous Improvements)

A.

B.

C.

D.

E.

F.

G.

DRAFT

ATTACHMENT "R"

(Cartersville Miscellaneous Improvements)

DRAFT

ATTACHMENT "S"

**(Emerson Miscellaneous Improvements -
Intersection and Right-of-way Improvements and Technology: \$580,414)**

- A. Paving, Roadway, Intersection and Right-of-Way Improvements
- B. Information Technology

DRAFT

ATTACHMENT "T"

(Kingston Miscellaneous Improvements)

DRAFT

ATTACHMENT "U"
(White Miscellaneous Improvements)

DRAFT

ATTACHMENT "V"

(Euharlee Miscellaneous Improvements - Recreation, Historic Preservation and Economic Development: \$6,000,000)

RECREATION - A fund for the purpose of expanding the recreational opportunities of the general public in the Euharlee City limits as well as those in West Bartow County and beyond. This would provide the financial opportunity to further the completion of Joe Cowan Park with stage two as well as a tennis center. It would also drive enhancements of Osborne Park including new fencing, seating, lighting, sidewalks and landscaping. Other opportunities include providing partial funding for the proposed Riverside Park at Dobson Drive, provide funds for the public utilization of the newly acquired 17 acre waterfront tract on Covered Bridge Road (Day use area, trails, launch site and pedestrian bridge over Euharlee Creek), and would provide funds for expansion of the city's overall trail system. This fund would encompass improvements and enhancements in the overall quality of the public's recreation experience within the City of Euharlee.

HISTORIC PRESERVATION - A fund to rehabilitate, restore and preserve Euharlee's historic treasures. This fund could be used in part to further the Lowry Mill site and surrounding area and to provide funding and assistance to other properties/sites including properties that might be made available in the future. Funds could be potentially used for structural enhancements, acquisition, educational assets/materials, site development, landscaping and signage.

ECONOMIC DEVELOPMENT - a fund create to assist in the overall expansion of the City of Euharlee's expansion, redevelopment and quality of life through a planned economic development strategy. This fund shall assist in any such area deemed to be an opportunity to expand the cities and the general public's opportunities through planning. Areas of interest might include (but are not limited to) areas of slum and blight, areas in need of redevelopment assistance, the defined historic district and areas by which the city might be able to seek geographic expansion for the purpose of furthering economic growth. Funds might be used for such opportunities as the planning and design of projects for the purpose of fore mentioned uses, for property acquisition, property site development, signage, the enhancement of utilities and the enhancement of public roadway/streets/lighting for the sole purpose of economic development.

ATTACHMENT "AA"

Special Local Option Sales Tax Distribution

- (A) The proposed SPLOST, if approved by the voters will produce an estimate of \$220,000,000 over a six year period. All communities presently sharing in the regular local option sales tax are included in the distribution of the Special Local Option Sales Tax Revenues, under the same distribution formula, based on the 2000 census population, that is used for the regular local option sales tax distribution.
- (B) The Counties and Municipalities agree and acknowledge that \$27,500,000 of the proposed SPLOST will be used for the 800 Megahertz System and Landfill. Therefore, \$_____ of the Net Proceeds of each payment from the State as contemplated by Section 7(b) hereof shall be deposited to the Bartow County Civic Center Facility Sales Tax Fund until a total of \$27,500,000 (plus interest is collected). The remainder of each Net Proceeds payment shall be distributed pursuant to paragraph (c) hereof.
- (C)
- | <u>Jurisdiction</u> | <u>Percentage</u> | <u>Amount (based on estimated \$192,500,000)</u> |
|---------------------|-------------------|--|
| Adairsville | 4.640 % | |
| Cartersville | 19.300 % | |
| Emerson | 1.970 % | |
| Euharlee | 4.130 % | |
| Kingston | 0.955 % | |
| White | 0.955 % | |
| Bartow County | 68.050 % | |
- (D) Any revenue in excess of \$220,000,000 shall be disbursed to the County and Municipalities based upon the respective percentages stated above in Paragraph (C). Revenues in excess of \$220,000,000 shall be used by the County and respective Municipalities to: (1) complete projects herein listed; (2) retire existing general obligation debt; and (3) if no existing general obligation debt exists, disburse as provided by law.



City of Cartersville

City Council Meeting

7/21/2011 7:00:00 PM

Memorandum of Understanding with Appalachian Valley Fiber Network

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department has worked out an agreement with Appalachian Valley Fiber Network (AVFN) to provide the city with dark fiber from the Cartersville-Bartow Airport to our fiber hub at Cook Street. AVFN will provide the dark fiber in lieu of the city allowing AVFN to overlatch our existing fiber attachments that are connected to city or Georgia Power utility poles. There is no cost to the city for this venture, and at the same time it expands our service area. I recommend approval of this Memorandum of Understanding.
City Manager's Remarks:	Your approval of this MOU is recommended.
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	E-verify and SAVE documents are on file.

MEMORANDUM OF UNDERSTANDING

Between City of Cartersville and Appalachian Valley Fiber Network

This Memorandum of Understanding (MOU) is made as of July ____, 2011 by and between Appalachian Valley Fiber Network, LLC, a Georgia company with its principal place of business located at 10005 Commerce Street, Summerville, Georgia, 30747 ("AVFN") and the City of Cartersville, a municipal corporation of the state of Georgia, with its principal place of business located at 1 N. Erwin Street, Cartersville, Georgia 30120 ("Cartersville"). This agreement will serve as the basis for a formal Indefeasible Right of Use ("IRU") and Pole Attachment/Right of Way Agreement which will be prepared at the expense of AVFN within 30 days of execution of this MOU. The parties hereby acknowledge their mutual agreement as follows:

Appalachian Valley Fiber Network IRU:

1. **AVFN** will grant Cartersville an exclusive twenty (20) year, IRU in twelve (12) strands of Dark Fiber between the Cartersville Fibercom Op-Center/POP located at 6 Cook Street in Cartersville and the Cartersville-Bartow Airport.
2. **AVFN** will complete construction and deploy the dark fiber included in this route no later than July 30, 2013. Installation of the fiber will include underground installation along Highway 113 from Old Mill Place to a termination point to be determined by Cartersville Fibercom at the Cartersville-Bartow Airport.

City of Cartersville Pole Attachment:

1. **The City of Cartersville** will allow AVFN to assume the pole attachment location of the existing ADSS fiber(s) in the described aerial routes (Exhibit A), including eighty (80) poles from Old Mill Place to Cook Street (approximately 2.8 miles) and eleven (11) poles from the Fibercom POP on Cook Street to South Tennessee Street and along Brook Street.
2. **AVFN** will install a 10M or HS ¼ Messenger Cable, lash the new AVFN Fiber to the messenger and overlash the Cartersville Fibercom fiber(s). All aerial fiber will be double lashed for additional support. The cost of make-ready work, construction labor and material will be furnished by AVFN as part of the construction project.
3. **The City of Cartersville/Cartersville Fibercom** will retain ownership of the 12" of tele-communication space on the utility poles. AVFN will retain ownership of the installed AVFN fiber, sheath, messenger cable, bolts, clamps, etc and will be responsible for all maintenance of same (simple transfers). Either party shall have the right to attach additional sheath.
4. **AVFN** will share the annual pole attachment fee with Cartersville for the poles in the proposed route on a 50% basis. The attachment fee will be based on the GPC rate or the Fibercom invoiced rate for poles (whichever is lower).

Note: Five (5) of the eighty (80) poles have two (2) fibers attached and two (2) have three (3) fiber cables attached. All will be overlashed to the new AVFN fiber.

- 5 **The City of Cartersville** will provide rack space in the Cook Street OpCenter/POP for AVFN. AVFN will supply all electronics.
- 6 **The City of Cartersville** will grant right of way access to AVFN for the route proposed and process in a timely manner any permits necessary for construction.
- 7 During the entire duration of this agreement, AVFN must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

The City of Cartersville and Appalachian Valley Fiber Network, LLC (AVFN) agree to the terms of this agreement and authorize execution of a formal document. In the interim, this document will govern the grant of right of way, construction as proposed and pole attachment based on consultation, oversight and agreement by the City of Cartersville.

APPALACHIAN VALLEY FIBER NETWORK, LLC

Matthew J. Santini, Mayor

DATE

DATE

ATTEST:/s/_____
Connie K. Keeling, City Clerk

DATE



City of Cartersville

**City Council Meeting
7/21/2011 7:00:00 PM
Workers Compensation Insurance Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Since 2007 the city has been fully self insured for workers compensation claims. By self-insuring the city pays for the cost of all insurance claims up to the first \$350,000 for most departments (administration, finance, public works, gas, and stormwater departments, etc.), but for the following departments, which are considered higher risk (electric, water, police and fire), the city pays claims up to the first \$500,000. To self-insure, the city pays an insurance company an insurance premium for catastrophic claims (claims above \$350,000 or \$500,000), along with fees to a third party administrator (TPA) to process the insurance claims. To date, for the fiscal year that just ended, 2010-11, the total cost of catastrophic claims insurance (\$45,331), plus TPA services (\$11,000), plus claims and other fees (\$47,954.02), the city paid a total of \$104,285.02 for this type of insurance coverage. If the city had been fully insured through GMA or another insurance provider, the annual insurance premium would have been approximately \$600,000. With this year's insurance renewal the company that provides the catastrophic insurance coverage, Safety National, has raised its premium and changed its self-insured retention amounts from \$350,000/\$500,000 to a minimum of \$400,000/\$500,000 with a premium of \$48,993. A second alternative is to move this coverage to Midwest Employers at the same self-insured retention of \$400,000/\$500,000 with a premium of \$41,171. I recommend changing to Midwest Employers with self-insured retention of \$400,000/\$500,000 for a premium of \$41,171. In addition to renewing the insurance coverage, the city needs to renew with a TPA provider to process insurance claims. The current renewal premium is the same as last year at \$11,000, and I recommend approval to renew with USIS for this amount.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	These are budgeted items.
	Cover Memo

Legal:	
Associated Information:	E-verify and SAVE documents are on file.

		Safety National Expiring Premium	Safety National Renewal Premium - Option 1	Safety National Renewal Premium - Option 2	Midwest Employers Renewal Premium - Option 1	Midwest Employers Renewal Premium - Option 2
Payroll		\$14,635,115	\$14,881,617	\$14,881,617	\$14,881,617	\$14,881,617
Self-Insured Retention						
	All Other	\$350,000	\$400,000	\$450,000	\$400,000	\$450,000
	Police	\$500,000	\$500,000	\$500,000	\$400,000	\$450,000
	Fire	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
	Water	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
	Electric	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Employers Liability Limit		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Annual Premium		\$45,331	\$45,953	\$48,993	\$41,171	\$37,833



City of Cartersville

City Council Meeting
7/21/2011 7:00:00 PM
Deep Patch Project

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	On July 8th Public Works held a public bid opening for a Deep Patching Project that was advertised in the newspaper and on the website. This is a unit price contract (per ton) for deep patching various roads in the city that have pavement failures. The following bids were received: • Butch Thompson Enterprises - \$88,917.22 • Blount Construction - \$91,977.50 • CW Matthews - \$96,699.27 • NW Georgia Paving - \$102,947.00 • Baldwin Paving - \$110,479.52 This project is budgeted in Public Works budget for asphalt resurfacing. We recommend award to the low bidder, Butch Thompson Enterprises.
City Manager's Remarks:	Your approval of the low bid is recommended.
Financial/Budget Certification:	Budgeted project
Legal:	
Associated Information:	E-Verify and SAVE Affidavit are on file for this vendor.

Bid Tabulations

CITY OF CARTERSVILLE PROJECT NO.. PW-2011-DEEP PATCH

<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>BUTCH THOMPSON</u>		<u>BLOUNT</u>		<u>CW MATTHEWS</u>		<u>NW GEORGIA</u>		<u>BALDWIN PAVING</u>	
			<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
150-1000 Traffic Control	1	LS	\$3,124.00	\$3,124.00	\$8,125.00	\$8,125.00	\$7,485.11	\$7,485.11	\$3,000.00	\$3,000.00	\$12,432.64	\$12,432.64
402-1802 Recycled Asph. Patching, Incl Bitum Matl and H-Lime	826	TN	\$103.47	\$85,466.22	\$101.25	\$83,632.50	\$107.66	\$88,927.16	\$121.00	\$99,946.00	\$118.38	\$97,781.88
413-1000 Bitum Tack Coat	100	GL	\$3.27	\$327.00	\$2.20	\$220.00	\$2.65	\$265.00	\$0.01	\$1.00	\$2.65	\$265.00
GRAND TOTALS				\$88,917.22		\$91,977.50		\$96,677.27		\$102,947.00		\$110,479.52

**INVITATION TO BID
DEEP PATCH OF VARIOUS STREETS
CITY OF CARTERSVILLE, GEORGIA
Project # PW-2011-DEEP PATCH**

The City of Cartersville will be accepting sealed bids for an asphalt deep patch project on various city streets for calendar year 2011 in the office of the City of Cartersville Public Works, at 330 S. Erwin St., Cartersville, Georgia until **10:00 a.m., local time, on Friday July 8, 2011** at which time and place said bids will be publicly opened and read aloud.

The work will consist of asphalt deep patching of various designated City Streets including approximately **826 tons of asphalt** on City Streets designated and shall be performed according to the standards and specifications of the Georgia D.O.T.

Bids should be submitted as a unit price for all work to be performed.

All work must be completed by **December 31, 2011**.

Bids must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total amount bid. The successful bidder must provide Performance and Payment Bonds in the amount of one hundred percent (100%) of the total amount of the bid. Successful bidder must also comply with OCGA §36-84-1.

Bid documents may be obtained in electronic format from Thomas W. Sanders Jr., P.E., PTOE by email request at tsanders@cityofcartersville.org, or on the City's Web Page under the "Residents" tab at the top of the page then under the "Bid Postings" tab. Bid Documents may also be picked up at the Public Works Office at 330 South Erwin Street, Cartersville, Georgia (770) 387-5602.

City of Cartersville reserves the right to reject any and all bids and to waive any and all technicalities or informalities pertaining to any bid.

BID FORM

BID SUBMITTED TO: **CITY OF CARTERSVILLE PUBLIC WORKS**
 330 SOUTH ERWIN STREET
 CARTERSVILLE, GA 30120

PROJECT: **PW-2011-DEEP PATCH**

The undersigned **BIDDER** proposes and agrees, if the Bid is accepted, to enter into an agreement with **OWNER** in the form included in the Contract Documents to complete all Work as specified indicated in the Contract Documents for the Contract Price(s) and within the Contract Time indicated in this bid and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. **BIDDER** will sign the Agreement and other documents required by the Contract within 10 days after the date of **OWNER'S** Notice of Award.

- 1) In submitting the Bid, **BIDDER** acknowledges that he has examined copies of the Bid Documents.
- 2) **BIDDER** has examined the sites and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as **BIDDER** deems necessary; and no additional or similar information or data are will be required by **BIDDER** for such purposes.
- 3) **BIDDER** has given **OWNER** sufficient notice of any conflicts, errors, or discrepancies it has discovered in the Bid Documents and written resolution thereof by Addendum is acceptable to the **BIDDER**.
- 4) **BIDDER** will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit, completed and notarized forms of E-verify (Exhibit A) and SAVE (Exhibit B) documents with their RFP submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
- 5) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules or any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced and solicited any other **BIDDER** to submit a false or sham **BID**; **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for himself any advantage over any other bidder or over **OWNER**.

BIDDER will complete the Work for the following prices(s):

ITEM DESCRIPTION	APPROXIMATE QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
150-1000 Traffic Control	LS <u>1</u>	<u>\$ 3,124⁰⁰</u>	<u>\$ 3,124⁰⁰</u>
402-1802 Recycled Asph. Conc. Patching Incl. Bitum Material and H-Lime	TN <u>826</u>	<u>\$ 103⁴⁷</u>	<u>\$ 85,466²²</u>
413-1000 Bitum Tack Coat	GL <u>100</u>	<u>3²⁷</u>	<u>327⁰⁰</u>

TOTAL BID

\$ 88,917²²

BIDDER agrees that the unit quantities of materials included in the Bid are estimates and the **OWNER** has the right to delete bid items and increase or decrease the quantities at the unit prices contained in this **BID**.

BIDDER agrees that final payment will be on the basis of quantities actually installed and accepted.

BIDDER agrees to commence Work under the Contract on or before a date to be specified in the Notice of Proceed and to fully complete the Work by December 31, 2011.

Required Bid Security in the form of

Bid bond enclosed

SUBMITTED by: BUTCH THOMPSON ENTERPRISES, INC.
(Company Name, Corporation or Partnership)

GEORGIA
(General Partner or State of Incorporation)

Ronald E. Stone
(Signature of authorized representative)

Ex. V. PRES.
(Title) (SEAL)



3090 MOON STATION ROAD
(Business Address)

KENNESAW, GA. 30144

770 - 427 - 8251
(Telephone Number)

rstone@btenterprises.com

CITY OF CARTERSVILLE

PROJECT NO. PW-2011-DEEP PATCH

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Butch Thompson Enterprises, Inc.

(Name of Contractor)

3090 Moon Station Rd., Kennesaw, GA 30144

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and

Companion Property and Casualty Insurance Company

(Name of Surety)

PO Box 500698, Atlanta, GA 31150

(Address of Surety)

a Corporation of the State of S. Carolina, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Cartersville

(Name of Obligee)

P.O. Box 1390

330 South Erwin Street, Cartersville, Georgia 30120

(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all person doing work or furnishing skills, tools, machines, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of * see below Dollars (\$ ** see below) in lawful money of the United States, for the Payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

WHEREAS, the Principal is about to submit, or has submitted, to City of Cartersville, Georgia, a proposal for furnishing materials, labor and equipment for:

Deep Patch of Various Streets; PW-2011-Deep Patch

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth in the form and manner required by City of Cartersville, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Cartersville, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Cartersville, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Cartersville, Georgia

* five percent of amount bid, penal sum not to exceed ten thousand and no/100 dollars

** (5% not to exceed \$10,000.00)

5

upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this Bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §13-10-1, et. seq. and § 36-91-21, et. seq., and is intended to be and shall be construed as a Bond in compliance with the requirements thereof.

Signed, sealed, and dated this 8th day of July, 2011.

ATTEST:


(Principal Secretary)

(SEAL)

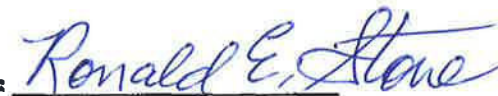


(Witness as to Principal)

(Address)

3090 MOON STATION ROAD

Butch Thompson Enterprises, Inc.
(Principal)

By: 

3090 Moon Station Rd.

(Address)

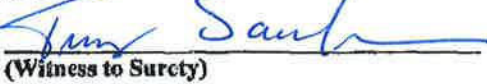
Kennesaw, GA 30144

ATTEST:


(Attorney-in-Fact)

Michael K. Thompson License No. 2757402

(Seal)


(Witness to Surety)

PO Box 500698

(Address)

Atlanta, GA 31150

Companion Property and
Casualty Insurance Company

(Surety)

By: 
(Attorney-in-Fact) and Resident Agent

Richard L. Shanahan License No. 202164

PO Box 500698

(Address)

Atlanta, GA 31150

NOTE: Date and Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.
IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, **State of Florida** and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

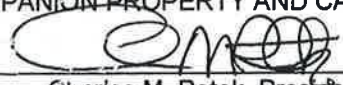
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 25th day of FEBRUARY, 2011.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

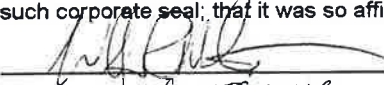
By: 

Charles M. Potok, President


Curtis C. Stewart, Senior VP & COO

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 25th day of FEBRUARY, 2011, before me personally came the above named officers to me known who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia, that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.


William R. MERTON JR.

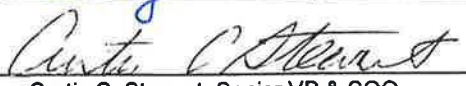
Notary Public, State of SC, qualified in Richland County

Commission Expires: 5/10/12

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 8th day of July, 2011


Curtis C. Stewart, Senior VP & COO

Item # 7

Number 31238

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2011 by and between City of Cartersville (hereinafter called OWNER) and _____, (hereinafter called CONTRACTOR).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The Work is generally described as follows:

The work will consist of asphalt deep patching of various designated City Streets including approximately **826 tons of asphalt** on City Streets designated and shall be performed according to the standards and specifications of the Georgia D.O.T.

Article 2. CONTRACT TIME

2.1 The Work shall begin within 10 days after notification to proceed is given by the **OWNER**. The Work shall be carried through to completion without unreasonable delay and continuously without suspension of work unless authorized in writing by the OWNER. All work must be completed by December 31, 2011.

2.2 **OWNER** and **CONTRACTOR** recognize that time is of the essence of this contract and that **OWNER** will suffer financial loss if the Work is not complete within the time specified in paragraph 2.1 above, plus any extension thereof allowed. They also recognize the delays, expenses and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \$200.00 for each day that expires after the time specified in Paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 3. CONTRACT PRICE

3.1 **OWNER** shall pay **CONTRACTOR** for performance of the work in accordance with the Contract Document in current funds the unit prices and lump sum amounts as submitted in the attached **BID**, incorporated herein as Section 7.4 of this agreement.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for payment to the **OWNER**. Applications for payment will be processed by **OWNER** as follows:

4.1 Progress Payments- **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR'S** Applications for Payment as approved by **OWNER** upon completion of each project. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce **OWNER** to enter into the Agreement, **CONTRACTOR** makes the following representations:

5.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

5.2 **CONTRACTOR** has correlated the results of all observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

Article 6. INSURANCE

The Contractor shall carry the following insurance, properly extended to cover and protect the City, with an insurance company or companies authorized to do business in the State of Georgia and acceptable to the City of Cartersville:

6.1 Workers Compensation Insurance on all employees engaged in the performance of this Agreement, covering all liabilities for worker's compensation under the laws of the State of Georgia, if the Contractor employs a sufficient number of workers for this contract to subject itself to said law.

6.2 "Manufacturers and Contractors" Liability Insurance with limits of not less than ONE MILLION Dollars (\$1,000,000.00) for bodily injury and not less than FIVE HUNDRED THOUSAND Dollars (\$500,000.00) for property damage.

6.3 Such insurance as may be required by law.

6.4 The Contractor shall, prior to commencement of Work, cause to be issued a Certificate of Insurance to the City of Cartersville.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

7.1 This Agreement (pages 1 to 4, inclusive).

7.2 Performance Bond, identified as such
(consisting of 3 pages).

7.3 Payment Bond, identified as such
(consisting of 4 pages).

7.4 Notice to Bidders

7.5 Copy of CONTRACTOR'S Bid

7.6 Bid Bond

7.7 Notice of Award

7.8 Standard General Conditions
(consisting of 19 pages).

7.9 Drawings

8.0 Specifications

8.1 Addenda:

No. _____ Dated _____

8.2 Change Order(s)

8.3 Notice to Proceed

There are no Contract Documents other than those listed above in the Article 6. The Contract Documents may only be altered, amended or repealed by a Modification signed by both parties.

Article 8. MISCELLANEOUS

8.1 No assignment by party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.2 **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement in duplicate. One counterpart each has been delivered to **OWNER** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR** on their behalf.

ATTEST:

CITY OF CARTERSVILLE
(OWNER)

Signature

By: _____

Name (typed or printed)

Name Matt Santini

Title

Title Mayor

(Seal)

Address 1 N. Erwin St.
Cartersville, GA 30120

ATTEST:

(Contractor)

Signature

By: _____

Name (typed or printed)

Name: _____
(typed or printed)

Title

Title: _____

(SEAL)

Address: _____

CITY OF CARTERSVILLE

PROJECT NO. PW-2011-DEEP PATCH

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Cartersville Mayor, Matt Santini
(Name of Obligee)

P.O. Box 1390
Cartersville, Georgia 30120
(Address of Obligee)

hereinafter referred to as Obligee for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials, and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

_____ Dollars (_____), in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principle and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these present.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____, for _____.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly and faithfully perform said Contract according to its terms, covenants conditions, and shall promptly pay all persons furnishing labor, materials service, skill, tools machinery and/or equipment for use in the performance of said Contract, then obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action of this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FUTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time. Alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, service, skill, tools, machinery, and/or equipment having a direct contractual relationship with subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last work or labor, of furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FUTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of **the Official Code of Georgia Annotated**, as **Amended**, including, but not limited to, **O.C.G.A. §13-10-01, et. seq., and §36-91-21, et. seq.**, and is intended to be and shall be construed as a bonds in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2004

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness as to Principal)

(Address)

ATTEST:

(Surety)

By: _____
(Attorney-in Fact) and Resident Agent

(Attorney-in-Fact)

(SEAL)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is a Partnership, all partners shall executed Bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

CITY OF CARTERSVILLE

PROJECT NO. PW-2011-DEEP PATCH

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Cartersville Mayor, Matt Santini
(Name of Obligee)

P.O. Box 1390
Cartersville, Georgia 30120
(Address of Obligee)

hereinafter referred to as Obligee for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials, and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____

_____ Dollars (_____), in

lawful money of the United States, for the payment of which sum, well and truly to be made, the Principle and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these present.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____, for _____

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants conditions, and agreements of said contract during the original

term of said contract and any extensions thereof that may be granted by Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FUTHUR, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. § 13-10-01, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, 2005.

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(Witness as to Principal

(Address)

ATTEST:

(Surety)

By: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness to Surety)

(Address)

NOTE: Date and Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

STREETS to be Deep Patched

	Street Name	From	To	Approx. TN	Approx. SY
	Douthit Ferry Road	Old Mill Road	Old Alabama Rd	543	1650
	Terrell Drive	Old Mill Road	West Ave	153	463
	Henderson Drive	Old Mill Road	West Ave	30	87
	Old Mill Road	West Ave	Douthit Ferry Rd	30	87
	Industrial Park Dr	Peoples Valley Road	Pettit Cr Bridge	70	212

General Notes:

- 1) THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF CARTERSVILLE IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
- 2) THE MATERIAL USED FOR DEEP PATCHING IS MEANT TO BE USED AS A SURFACE COURSE ALSO, THEREFORE, 12.5 MM OR B-MOD/19MM SHALL BE USED. DESIGN MIS SHALL BE SUBMITTED TO CITY ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK.
- 3) TRAFFIC CONTROL SHALL MEET THE REQUIREMENT OF GDOT SPECIAL PROVISION SECTION 150 AND THE MUTCD CURRENT EDITION.
- 4) ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND CONSTRUCTION DETAILS.
- 5) THIS PROJECT DOES NOT REQUIRE A NOI.

Exhibit A

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.

126943
EEV/Basic Pilot Program* User Identification Number
Ronald E. Stone 7-8-11
BY: Authorized Officer or Agent Date
(Contractor Name)
EX. V, PRES
Title of Authorized Officer or Agent of Contractor
RONALD E. STONE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF JUNE

[Signature]
Notary Public

My Commission Expires:

NOVEMBER 10, 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).

Exhibit B

**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

Ronald E. Stone

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

Butch Thompson Enterprises, 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.

Ronald E. Stone 7-8-11

Signature of Applicant: Date

RONALD E. STONE

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE *

8TH DAY OF JUNE, 2011 Alien Registration number for non-citizens

[Signature]

Notary Public

My Commission Expires: NOVEMBER 10, 2013



*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
7/21/2011 7:00:00 PM
Ductile Iron Pipe - Water Department

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	The City Cartersville currently has a SPLOST funded water main project under design to connect the existing high pressure water main on East Main Street with the existing high pressure water main and storage tank on Center Road. This project involves installation of approximately 7,000 feet of 16-inch diameter ductile iron pipe. The pipe foundries announced a 10 percent increase in pipe prices which is expected in the next 30 days. The Water Department is requesting approval to pre-purchase the pipe material for this project in order to avoid the 10 percent price increase. Purchase of the pipe by the City versus having the Contractor furnish the material will also avoid payment of sales tax on the purchase. Price quotes for the materials were received from four vendors: • Kendall Municipal Supply \$270,830.00 • Consolidated Pipe & Supply \$272,650.00 • FEI-Marietta Waterworks \$275,100.00 • HD Supply Waterworks \$278,800.00 I recommend approval of this purchase from Kendall Municipal Supply in the amount of \$270,830.00 to be paid for from SPLOST funds. Proper E-verify and SAVE documentation is in hand for this vendor.
City Manager's Remarks:	Your approval of the low bid to Kendall Municipal is recommended.
Financial/Budget Certification:	SPLOST
Legal:	
Associated Information:	Scanned copies of E-verify information on hand with originals in the mail.

Cover Memo



City of Cartersville

City Council Meeting
7/21/2011 7:00:00 PM
May 2011

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the May 2011 financial report. Also attached is the supplemental information report and the cash position report for May 2011.
City Manager's Remarks:	Tom R. will present discuss this information at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY

As of May 31, 2011

		FY 2009 - 10 MONTH OF May-10	FY 2010 - 11 MONTH OF May-11	FY 2009 - 10 Year to Date May-10	FY 2010 - 11 Year to Date May-11	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPOST, DDA & School System Property Tax Revenue & Expenditures</i>						
REVENUE		\$1,394,505	\$1,391,015	\$21,285,452	\$21,180,308	93.47%
EXPENDITURE		\$1,364,434	\$1,801,835	\$19,259,386	\$21,233,989	93.71%
Gen. Fund Net Profit (Loss)		\$30,071	(\$410,820)	\$2,026,066	(\$53,681)	
WATER & SEWER						
REVENUE		\$1,068,262	\$1,013,690	\$12,230,270	\$11,576,185	78.43%
EXPENDITURE		\$1,059,472	\$1,515,162	\$11,522,836	\$11,748,786	79.60%
Wtr. & Swr. Fund Net Profit (Loss)		\$8,790	(\$501,472)	\$707,434	(\$172,601)	
GAS						
REVENUE		\$1,350,024	\$1,783,104	\$23,942,293	\$21,806,833	73.02%
EXPENDITURES		\$1,422,033	\$1,797,235	\$20,655,088	\$20,512,191	68.69%
Gas Fund Net Profit (Loss)		(\$72,009)	(\$14,131)	\$3,287,205	\$1,294,642	
ELECTRIC						
REVENUE		\$2,958,301	\$3,416,416	\$37,058,324	\$37,361,641	86.58%
EXPENDITURES		\$3,282,057	\$3,676,336	\$35,284,352	\$37,100,518	85.98%
Electric Fund Net Profit (Loss)		(\$323,756)	(\$259,920)	\$1,773,972	\$261,123	
STORMWATER						
REVENUE		\$99,982	\$100,803	\$1,101,512	\$1,083,938	89.88%
EXPENDITURE		\$63,000	\$73,682	\$739,736	\$1,211,000	100.41%
Stormwater Fund Net Profit (Loss)		\$36,982	\$27,121	\$361,776	(\$127,062)	
SOLID WASTE						
REVENUE		\$163,268	\$309,906	\$1,980,708	\$1,960,045	90.71%
EXPENDITURE		\$133,955	\$212,015	\$1,818,494	\$1,870,119	86.55%
Solid Waste Fund Net Profit (Loss)		\$29,313	\$97,891	\$162,214	\$89,926	
FIBER OPTICS						
REVENUE		\$365,113	\$171,763	\$1,613,508	\$1,681,875	108.56%
EXPENDITURE		\$108,702	\$137,497	\$1,215,017	\$1,258,654	81.24%
Fiber Fund Net Profit (Loss)		\$256,411	\$34,266	\$398,491	\$423,221	

				% of Monthly Totals to Budget
General Fund	Description	Through 5-31-11	FY 2011 Budget	
	Total Revenues	\$21,180,310	\$22,660,440	93.47%
	GO Bond Proceeds from School	\$2,484,263	\$2,561,400	96.99%
	Property Taxes-City Portion Only	\$1,356,424	\$1,213,065	111.82%
	Local Option Sales Tax (LOST)	\$4,402,768	\$4,195,135	104.95%
	Other Taxes	\$6,124,911	\$6,776,105	90.39%
	Building Permit & Inspection Fees	\$43,194	\$60,000	71.99%
	Fines and Forfeitures	\$566,601	\$530,000	106.91%
	Operating Transfers In-City Utilities	\$3,436,831	\$3,749,270	91.67%
	Other Revenues	\$2,765,318	\$3,575,465	77.34%
	Total Expenditures	\$21,233,989	\$22,660,440	93.71%
	Personnel Expenses	\$12,199,992	\$13,307,635	91.68%
	Operating Expenses	\$4,979,208	\$5,551,815	89.69%
	Capital Expenses	\$1,048,161	\$783,890	133.71%
	GO Bond Proceeds from School	\$2,550,928	\$2,561,400	99.59%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$455,700	\$455,700	100.00%
Water & Sewer Fund	Total Revenues	\$11,576,185	\$14,760,380	78.43%
	Water Sales	\$6,988,991	\$7,834,930	89.20%
	Sewer Sales	\$3,800,428	\$4,176,700	90.99%
	Bond Proceeds	\$0	\$1,500,000	0.00%
	Other Revenues	\$786,766	\$1,248,750	63.00%
	Total Expenditures	\$11,748,785	\$14,760,380	79.60%
	Personnel Expenses	\$2,559,060	\$2,825,445	90.57%
	Operating Expenses	\$2,391,722	\$3,115,275	76.77%
	Capital Expenses	\$658,868	\$2,194,000	30.03%
	Transfer To General Fund	\$2,382,277	\$2,632,390	90.50%
	Debt Payments	\$3,756,858	\$3,993,270	94.08%
Gas Fund	Total Revenues	\$21,806,833	\$29,862,510	73.02%
	Gas Sales	\$20,086,433	\$25,803,605	77.84%
	Gas Commodity Charge	\$1,083,094	\$1,245,000	87.00%
	Bond Proceeds	\$0	\$2,070,205	0.00%
	Proceeds from Capital Leases	\$0	\$16,000	0.00%
	Other Revenues	\$637,306	\$727,700	87.58%
	Total Expenses	\$20,512,191	\$29,862,510	68.69%
	Personnel Expenses	\$1,439,459	\$1,651,430	87.16%
	Operating Expenses	\$399,868	\$804,405	49.71%
	Purchase of Natural Gas	\$15,651,871	\$21,377,080	73.22%
	Transfer to General Fund	\$2,851,463	\$3,294,345	86.56%
	Capital Expenses	\$169,530	\$2,735,250	6.20%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 5-31-11	FY 2011 Budget	
	Total Revenues	\$37,361,641	\$43,152,600	86.58%
	Electric Sales	\$36,161,598	\$41,886,000	86.33%
	Other Revenues	\$1,200,043	\$1,266,600	94.75%
	Total Expenses	\$37,100,518	\$43,152,600	85.98%
	Personnel Expenses	\$1,811,479	\$1,959,450	92.45%
	Operating Expenses	\$1,148,107	\$1,294,780	88.67%
	Purchase of Electricity	\$31,846,575	\$37,333,800	85.30%
	Capital Expenses	\$361,834	\$364,600	99.24%
	Transfer to General Fund	\$1,932,523	\$2,199,970	87.84%
Stormwater Fund	Total Revenues	\$1,083,938	\$1,206,005	89.88%
	Stormwater Revenues	\$1,073,857	\$1,152,005	93.22%
	Other Revenues	\$10,081	\$14,000	72.01%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$40,000	0.00%
	Total Expenses	\$1,211,000	\$1,206,005	100.41%
	Personnel Expenses	\$344,774	\$375,040	91.93%
	Operating Expenses	\$384,953	\$490,965	78.41%
	Capital Expenses	\$481,273	\$340,000	141.55%
Solid Waste Fund	Total Revenues	\$1,960,045	\$2,160,845	90.71%
	Refuse Collections Revenues	\$1,793,373	\$1,933,645	92.75%
	Other Revenues	\$43,379	\$47,200	91.90%
	Proceeds From Capital Leases	\$123,293	\$180,000	68.50%
	Total Expenses	\$1,870,120	\$2,160,845	86.55%
	Personnel Expenses	\$872,124	\$989,815	88.11%
	Operating Expenses	\$873,730	\$991,030	88.16%
	Capital Expenses	\$124,266	\$180,000	69.04%
Fiber Optics Fund	Total Revenues	\$1,681,875	\$1,549,325	108.56%
	Fiber Optics Revenues	\$1,364,542	\$1,447,355	94.28%
	GIS Revenues	\$101,650	\$101,970	99.69%
	Other Revenues	\$215,683	\$0	
	Total Expenses	\$1,258,654	\$1,549,325	81.24%
	Personnel Expenses	\$460,821	\$496,485	92.82%
	Operating Expenses	\$531,766	\$604,740	87.93%
	MEAG Telecom Statewide Pymt	\$217,459	\$239,100	90.95%
	Capital Expenses	\$48,608	\$209,000	23.26%

Cash Position



City of Cartersville

**City Council Meeting
7/21/2011 7:00:00 PM
Citizen Survey Results**

SubCategory:	Presentations
Department Name:	City Manager's Office
Department Summary Recommendation:	This is the second presentation of results from the Citizen Survey. The current presentation will deal primarily with citizen perceptions of the economy, transportation, and education.
City Manager's Remarks:	No formal action on the part of Council is required for this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Presentation 2 Summary

Questions	2003	2005	2007	2009	2011	2011 National Comp	2011 Southern Comp
Shopping Amenities							
Shopping opportunities	#N/A	55%	58%	53%	59%	Above	Similar
Overall quality of business and service establishments in Cartersville	#N/A	#N/A	#N/A	65%	66%	Similar	Similar
Retail growth seems as too slow	29%	29%	26%	36%	43%	Above	Much Above
Housing							
Availability of affordable quality housing	#N/A	51%	55%	51%	57%	Much Above	Much Above
Variety of housing options	#N/A	#N/A	#N/A	68%	66%	Above	Above
Housing costs 30% or more of income	#N/A	#N/A	#N/A	30%	29%	Much Below	Much Below
Health and Wellness							
Availability of affordable quality health care	59%	56%	49%	49%	56%	Above	Above
Availability of preventive health services	#N/A	#N/A	#N/A	56%	60%	Similar	Above
Health services	#N/A	#N/A	62%	62%	69%	Above	Above
Availability of affordable quality food	#N/A	#N/A	65%	65%	64%	Similar	Similar
Availability of affordable quality child care	#N/A	#N/A	52%	50%	56%	Much Above	Much Above
Economy							
Cartersville as a place to work	#N/A	71%	56%	62%	62%	Similar	Above
Employment opportunities	41%	33%	37%	36%	32%	Similar	Similar
Jobs growth seems as too slow	66%	80%	63%	88%	92%	Much Above	Much Above
Positive impact of economy on household income	19%	29%	36%	19%	28%	Much Above	Much Above
Economic development	54%	48%	60%	51%	53%	Above	Above
Education							
Public schools	74%	69%	74%	70%	78%	Much Above	Much Above
Educational opportunities	#N/A	#N/A	65%	68%	64%	Similar	Similar

Transportation

Mode of Travel Used for Work by Commute Year								
(Percent of days mode used for work commute)								
Motorized vehicle by myself	#N/A	#N/A	#N/A	74%	84%			
Motorized vehicle with other children or adults	#N/A	#N/A	#N/A	14%	12%			
Bus, rail, etc (public transportation)	#N/A	#N/A	#N/A	2%	1%			
Walk	#N/A	#N/A	#N/A	4%	1%			
Bicycle	#N/A	#N/A	#N/A	1%	0%			
Work at Home	#N/A	#N/A	#N/A	4%	2%			
Other	#N/A	#N/A	#N/A	1%	1%			
Average percent of work commute trips made by driving alone	#N/A	#N/A	#N/A	74%	84%	Much Above	Much Above	
Ease of car travel in Cartersville	43%	38%	42%	52%	46%	Much Below	Below	
Traffic flow on major streets	#N/A	#N/A	#N/A	31%	31%	Much Below	Below	
Traffic signal timing	#N/A	41%	38%	45%	39%	Much Below	Much Below	
Street repair	42%	47%	47%	46%	48%	Similar	Similar	
Street cleaning	55%	67%	64%	65%	69%	Above	Much Above	
Street lighting	60%	61%	61%	68%	68%	Much Above	Much Above	
Snow removal	#N/A	#N/A	#N/A	#N/A	58%	Similar	Similar	
Amount of public parking	#N/A	44%	47%	46%	46%	Similar	Similar	
Ease of bus travel in Cartersville	#N/A	#N/A	#N/A	25%	27%	Much Below	Much Below	
Bus or transit services	#N/A	#N/A	#N/A	42%	35%	Much Below	Much Below	
Ease of bicycle travel in Cartersville	#N/A	36%	34%	37%	32%	Much Below	Below	
Ease of walking in Cartersville	57%	54%	53%	54%	56%	Similar	Similar	
Availability of paths and walking trails	#N/A	#N/A	#N/A	61%	59%	Similar	Much Above	
Sidewalk maintenance	53%	53%	58%	60%	58%	Above	Above	