City of Cartersville

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

COUNCILPERSONS:
Matt Santini – Mayor
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 – 6/16/2011
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. June 2, 2011 (Page 4-18)

Attachments

B. Second Reading of Ordinances

1. Amendment to City Charter Regarding Ward Redistricting (Page 19-29)

Attachments

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2. Budget Ordinance for Fiscal Year 2011-2012 (Page 30-33)

Attachments

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3. Amendment to Utilities Ordinance Regarding Water/Sewer Rates (Page 34-36)

Attachments

C. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. Rezoning application by Henry Floyd for property located at the intersection of West Avenue and Euharlee Road from O-C to G-C (Page 37-47)

Attachments

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2. Special Use Application by Roy Rozanske for property located at 324 W. Porter Street to allow a salvage yard to operate in the H-I zoning district. (Page 48-59)

Attachments

D. Resolutions

1. Acceptance Resolutions and Notice of Intent from Georgia Department of Transportation (Page 60-70)

   Attachments

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2. Approval of School Bonds (Page 71-165)

   Attachments

E. Contracts/Agreements

1. Contracts for Performing Services for Fiscal Year 2011-2012 (Page 166-187)

   Attachments

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2. First Amendment to Sewer Service Agreement with Emerson (Page 188-201)

   Attachments

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3. ICMA Performance Measurement (Page 202-204)

   Attachments

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4. Lighting Design Services with Spencer Bristol (Page 205-243)

   Attachments

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5. Life, AD&D and Disability Insurance Renewal with UNUM (Page 244)

   Attachments

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6. Property and Casualty Insurance Renewal with Travelers Insurance (Page 245-246)

   Attachments

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7. Georgia Department of Corrections (Page 247-253)

   Attachments

F. Bid Award/Purchases

1. Pettit Creek Trail Phase II - Bridge Purchase (Page 254-261)

   Attachments

G. Engineering Services

1. Engineering for Emergency Pump Station (Page 262-264)

   Attachments

H. Other

1. Reimbursement to Parker Systems (Page 265-266)

   Attachments

I. Monthly Financial Statement

1. April 2011 (Page 267-270)

   Attachments

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
June 2, 2011

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Item # 1

City Council Meeting
10 N. Public Square
June 2, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Pruitt

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

II. Regular Agenda

A. Council Meeting Minutes

1. May 19, 2011

A motion to approve the May 19, 2011 minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. First Reading of Ordinances

1. Amendment to City Charter Regarding Ward Redistricting

Randy Mannino, Planning and Development Director stated that the City of Cartersville is required to submit a new ward boundary map based on the 2011 Census. Mr. Mannino stated that the proposed districts are in compliance with the justice department requirements for minority and populations and racial deviation, and maintained to the extent possible use of census blocks as the basis of the wards. Mr. Mannino stated that the map is basically the same as our current map; however there are some areas of change which he described and presented a map with the marked changes to the Mayor and Council. A public notice has been published to run May 26, June 2, and June 9, 2011 as required by law. Mr. Mannino stated that adoption of a ward map, requires the city to amend its Charter per state law and requires actions by City Council to be two public hearings and adoption of Ward Boundaries Changes in a city ordinance. Once approved the City Attorney will forward this to the Justice Department for preclearance and if a response is received by August 28, 2011, the November 2011 elections will be held pursuant to the new ward map; if not the November election will be held pursuant to the existing map. Mr. Mannino recommended approval of the Ward Map and Ordinance.

Mayor Santini declared a Public Hearing for the second reading of the 2011 Redistricting Ward Boundary Map open. After no comments Mayor Santini declared the public hearing closed.

No Action Required

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the CITY OF CARTERSVILLE CHARTER, CHAPTER 8. ELECTIONS. Sec. 8-5. Ward Boundaries is hereby amended by deleting said Section in its entirety and replacing it with the following:

1.

"Sec. 8-5. Ward Boundaries

(A) As required by the charter, the city is hereby divided into six (6) wards as follows:

Ward 1

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps including census tracts and census blocks, metes and bounds property descriptions; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in green on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011, attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 1 are more particularly described as follows:

Bartow GA County
Census Tract 9604.02
Blocks 3039 through 3041, 3051 through 3055, 3059
Census Tract 9605.00
Blocks 1002, 1014, 1017, 1045
Census Tract 9607.00

Blocks 1028, 1033, 1035, 1036, 1039, 1064, 1068 through 1075, 1084 through 1086, 1088, 1096 through 1099
Blocks 1100 through 1106, 1113 through 1115, 1118, 1119, 1120, 1127 through 1129, 1137
Blocks 2000 through 2002, 2004 through 2008, 2011 through 2015, 2017, 2018, 2023, 2025 through 2032, 2034, 2035, 2036,2038 through 2040, 2060, 2062 through 2064
Blocks 3006, 3007, 3010, 3015, 3022, 3023, 3025 through 3030, 3032 through 3035, 3037, 3039 through 3041, 3045, 3047 through 3050
Blocks 4000, 4003 through 4014, 4016 through 4020, 4022, 4024
Blocks 5000 through 5004, 5007 through 5010

Ward 2

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps including census tracts and census blocks, metes and bounds property descriptions; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in blue on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 2 are more particularly described as follows:

Bartow GA County
Census Tract 9606.00
Blocks 2016, 2018 through 2027
Blocks 4000 through 4013, 4015 through 4029
Blocks 5014 through 5030
That part of Block 5033, being described as follows:

True point of beginning is the intersection of the southern right of way of Old Mill Road with the Western Right of Way of Pine Grove Road;
Thence travel southerly along the western right of way of Pine Grove Road to its intersection with the northern right of way of Parkview Drive to a point;
Thence from said point of intersection travel westerly along the north right of way of Parkview Drive to its intersection with the western boundary line of land lot 667, 4th District, 3rd Section to a point;
Thence traveling from said point along the western boundary line of land lot 667 and 630 North 01 degrees 32 minutes 26 seconds East a distance of 507.16 feet to a point;
Thence traveling from said point, along the western boundary line of land lot 630, 4th District, 3rd Section North 01 degrees 32 minutes 10 seconds East a distance of 384.52 feet to a point;

Thence traveling from said point South 89 degrees 54 minutes and 06 seconds East a distance of 1296.88 feet to a point on the western boundary line of land lot 631, 4th District, 3rd Section to a point;
Thence traveling from said point southerly along the western boundary of land lot 631, 4th District, 3rd Section South 0 degrees 05 minutes 35 seconds East a distance of 164.89 feet to a point, said point being an iron pin;

Thence traveling from said point, being an iron pin North 89 degrees 54 minutes 00 seconds west a distance of 50 feet to a point marked by a concrete monument;
Thence traveling from said point being a concrete monument North 0 degrees 05 minutes 30 seconds west a distance of 944.88 feet to a point, being a concrete monument on the southern right of way line of Old Mill;
Thence traveling from said point being a concrete monument easterly along the southerly right of way of Old Mill Road to its intersection with the western right of way of Pine Grove Road, to a point, said point being the true point of beginning.

Blocks 5039, 5040, 5042, 5043, 5044, 5046, 5048, 5049, 5079
Blocks 6027, 6028, 6033, 6034, 6037 through 6039
Census Tract 9607.00
Blocks 1132, 1133
Blocks 5035, 5040 through 5054

Ward 3

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in purple on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 3 are more particularly described as follows:

Bartow GA County
Census Tract 9606.00
Blocks 5004 through 5010, 5011, 5013, 5031
All of Block 5033, less and except the following:

True point of beginning is the intersection of the southern right of way of Old Mill Road with the Western Right of Way of Pine Grove Road;
Thence travel southerly along the western right of way of Pine Grove Road to its intersection with the northern right of way of Parkview Drive to a point;

Thence from said point of intersection travel westerly along the north right of way of Parkview Drive to its intersection with the western boundary line of land lot 667, 4th District, 3rd Section to a point;
Thence traveling from said point along the western boundary line of land lot 667 and 630 North 01 degrees 32 minutes 26 seconds East a distance of 507.16 feet to a point;
Thence traveling from said point, along the western boundary line of land lot 630, 4th District, 3rd Section North 01 degrees 32 minutes 10 seconds East a distance of 384.52 feet to a point;
Thence traveling from said point South 89 degrees 54 minutes and 06 seconds East a distance of 1296.88 feet to a point on the western boundary line of land lot 631, 4th District, 3rd Section to a point;
Thence traveling from said point southerly along the western boundary of land lot 631, 4th District, 3rd Section South 0 degrees 05 minutes 35 seconds East a distance of 164.89 feet to a point, said point being an iron pin;
Thence traveling from said point, being an iron pin North 89 degrees 54 minutes 00 seconds west a distance of 50 feet to a point marked by a concrete monument;
Thence traveling from said point being a concrete monument North 0 degrees 05 minutes 30 seconds west a distance of 944.88 feet to a point, being a concrete monument on the southern right of way line of Old Mill;
Thence traveling from said point being a concrete monument easterly along the southerly right of way of Old Mill Road to its intersection with the western right of way of Pine Grove Road, to a point, said point being the true point of beginning.

Blocks 5034 through 5038, 5041, 5045, 5047, 5050, 5051, 5058, 5060 through 5062, 5064, 5066, 5069, 5071, 5072, 5074 through 5078,5084, 5087, 5089, 5090, 5092, 5094, 5097
Blocks 6025, 6026
Census Tract 9608.03
Blocks 3003, 3007 through 3009, 3012 through 3014, 3016, 3020 through 3025, 3047 through 3053, 3055, 3056, 3058 through 3062, 3067, 3070 through 3074, 3077, 3091, 3093, 3094, 3097, 3098
Blocks 3103, 3104, 3110, 3113, 3114, 3116, 3135, 3143, 3146, 3148, 3152, 3155, 3156
Census Tract 9609.01
Blocks 1000 through 1003
Blocks 2000, 2003 through 2010, 2012, 2024, 2032, 2073, 2074, 2078, 2082
Census Tract 9609.02
Blocks 2018, 2019, 2021 through 2027, 2029, 2031, 2034

Ward 4

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps including census tracts and census blocks, metes and bounds property descriptions; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in red on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD

BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the justice department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 4 are more particularly described as follows:

Bartow GA County
Census Tract 9605.00
Blocks 1027 through 1033, 1035, 1044, 1046, 1050, 1052
Census Tract 9606.00
Blocks 1062, 1084 through 1086, 1096, 1097
Blocks 2000 through 2015, 2017
Blocks 3000 through 3024
Blocks 6000 through 6003, 6005, 6006, 6030 through 6032
Census Tract 9607.00
Blocks 2041 through 2059, 2061
Blocks 4001, 4002, 4015, 4021, 4023
Blocks 5005, 5006, 5011 through 5034, 5036, 5037, 5038, 5039

Ward 5

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in orange on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 5 are more particularly described as follows:

Bartow GA County
Census Tract 9605.00
Blocks 1024 through 1026
Blocks 4028 through 4030, 4036, 4037, 4039, 4040, 4043, 4044
Census Tract9606.00
Blocks 1000 through 1038, 1043 through 1056, 1059 through 1061, 1063 through 1083, 1087 through 1091, 1095, 1098, 1099
Blocks 1100 through 1104, 1106, 1107
Blocks6004, 6007 through 6014, 6016, 6017, 6019, 6020 through 6022, 6024, 6029, 6035, 6036, 6040
Census Tract 9609.02
Blocks 1002, 1004
Blocks 2000 through 2003

Blocks 4014 through 4016, 4018, 4020 through 4022, 4024, 4026 through 4032, 4035, 4038, 4040, 4041, 4044, 4045

Ward 6

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in yellow on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 6 are more particularly described as follows:

Bartow GA County
Census Tract 9601.02
Blocks 1046 through 1049
Blocks 3045, 3046
Census Tract 9604.01
Blocks 1004, 1005, 1007 through 1010, 1012, 1014 through 1016, 1033, 1035, 1036, 1038, 1041, 1043, 1046, 1049
Blocks 2003 through 2005, 2011, 2013 through 2015, 2026, 2028 through 2031, 2036 through 2041, 2056, 2059, 2060, 2063, 2068, 2069, 2070, 2075, 2076, 2079, 2080, 2082, 2083, 2086, 2088, 2091 through 2094, 2096
Blocks 2106, 2107, 2111, 2113
Census Tract 9604.02
Blocks 1007, 1009, 1010, 1014, 1015, 1020, 1039, 1040, 1042, 1046, 1048, 1053, 1054, 1056, 1058 through 1060, 1062, 1063, 1068, 1072 through 1074, 1077, 1082 through 1085, 1087 through 1089
Blocks 3001 through 3005, 3007, 3060, 3062, 3063, 3065, 3067, 3069, 3075, 3076, 3079, 3080, 3082, 3083, 3085, 3088 through 3098
Blocks 3100 through 3102
Census Tract 9605.00
Blocks 1013
Blocks 2006, 2007 2009, 2014 through 2022, 2026 through 2028, 2030
Blocks 3031
Census Tract 9607.00
Blocks 3000, 3002, 3003, 3008, 3009, 3013, 3017, 3019, 3042 through 3044, 3046, 3053

(B) Any property within the City limits of the City of Cartersville at the time of adoption of this Ordinance shall become a part of and be included in the ward that is contiguous with; if contiguous with more than a single ward, it shall become part of the ward that has the least population based on the 2011 U.S. Census data.

(C) Any property annexed after the adoption of this Ordinance, shall become a part of and be included in the ward that it is contiguous with; if contiguous with more than a single ward, it shall become part of the ward with the least population according to the 2011 U.S. Census data.

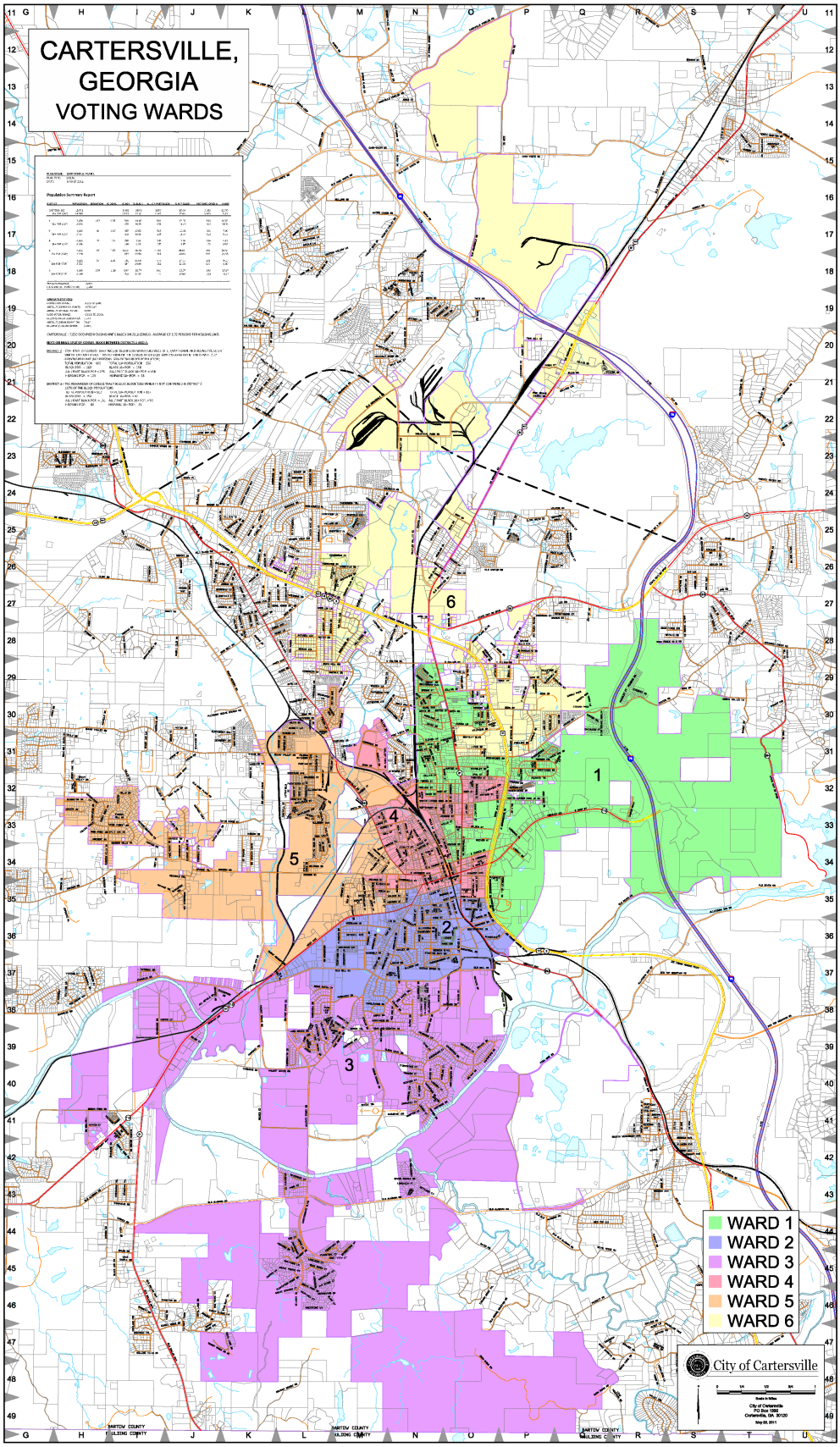
(D) This Ordinance and map shall become effective after approval by the United States Justice Department, however if said approval is not received before August 28, 2011, then the November 2011 election shall be conducted based on the currently existing ward boundaries as approved by the United States Justice Department on October 21, 2003.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 2nd day of June 2011. First Reading
ADOPTED this the day of June 2011. Second Reading.

/s/ Matthew Santini
Matthew Santini
Mayor

ATTEST:
/s/ Connie Keeling
Connie Keeling
City Clerk


CARTERSVILLE,
GEORGIA
VOTING WARDS
Population Summary Report
1
2
3
4
5
6
WARD 1
WARD 2
WARD 3
WARD 4
WARD 5
WARD 6
City of Cartersville

Item # 1

2. Budget Ordinance for Fiscal Year 2011-2012

Tom Rhinehart, Finance Director presented two scenarios to the Mayor and Council for the fiscal year 2011-2012 budget. Mr. Rhinehart stated that both included recycling program expenses; however, one is to hire personnel for Public Works; the new fire station on Martin Luther King Jr. Drive and to allow salary increases for the employees this year and the other is to hire personnel for the Fire Department Only. Mr. Grove stated that there is money available for salary increases but discussion is ongoing. The Mayor and Council asked for further information before making a decision and Mr. Rhinehart stated that he would provide this before the second reading of the ordinance.

No Action Required

3. Amendment to Utilities Ordinance Regarding Water/Sewer Rates

Tom Rhinehart, Finance Director stated that in order to balance the FY 2012 Water and Sewer Fund budget, a 5% proposed increase in water and sewer rates is needed. The increase will allow the City to continue to maintain the existing system as well as update the system by completing projects that are needed to fulfill the needs of existing customers along with any future needs of the water and sewer system. Mr. Rhinehart stated that even with this small increase in rates, the City of Cartersville will still have one of the lowest water and sewer rates in the surrounding area. Mr. Rhinehart recommended approval of the proposed rate increase to begin July 1, 2011.

No Action Required

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a) and (b) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates is hereby amended by deleting said Section 24-64 (a) and (b), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.00	$ 11.00

3/4" full flow	**$ 9.00**	**$ 16.00**
1"	**$ 14.00**	**$ 26.00**
1 ¼" or 1 ½"	**$ 28.00**	**$ 48.00**
2"	**$ 54.00**	**$ 99.00**
4"	**$101.00**	**$185.00**
6"	**$156.00**	**$280.00**
8"	**$200.00**	**$387.00**
Plus consumption as follows: **(i) Residential Meters** **(a) 0 – 10 consumptions per month** **(b) 11 – 14 consumptions per month** **(c) 15 – 19 consumptions per month** **(d) 20 + consumptions per month** **(ii) Apartments, Multiples & Commercial Meters** **(iii) Irrigation System Meters** **(iv) Industrial and All Other Meters**	 **$1.26/100 cu. ft.** **$2.57/100 cu. ft.** **$4.66/100 cu. ft.** **$6.50/100 cu. ft.** **$2.09/100 cu. ft.** **$4.66/100 cu. ft.** **$1.26/100 cu. ft.**	 **$2.52/100 cu. ft.** **$3.24/100 cu. ft.** **$4.66/100 cu. ft.** **$6.50/100 cu. ft.** **$3.08/100 cu. ft.** **$4.66/100 cu. ft.** **$2.52/100 cu. ft.**

(b.) Sewage Monthly Billing	**City**	**Outside City**
Minimum bill according to meter size:		
5/8" or 3/4"	**$ 6.00**	**$ 6.00**
3/4" full flow	**$ 9.00**	**$ 9.00**
1"	**$ 14.00**	**$ 14.00**
1 ¼" or 1 ½"	**$ 28.00**	**$ 28.00**
2"	**$ 54.00**	**$ 54.00**
4"	**$101.00**	**$101.00**
6"	**$156.00**	**$156.00**
8"	**$200.00**	**$200.00**
Plus consumption	**$1.39/100 cu. ft.**	**$2.78/100 cu. ft.**

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	**City**	**Outside City**
Minimum bill according to meter size:		
5/8" or 3/4"	**$ 6.00**	**$ 6.00**
3/4" full flow	**$ 9.00**	**$ 9.00**
1"	**$ 14.00**	**$ 14.00**

1 ¼" or 1 ½"	**$ 28.00**	**$ 28.00**
2"	**$ 54.00**	**$ 54.00**
4"	**$101.00**	**$101.00**
6"	**$156.00**	**$156.00**
8"	**$200.00**	**$200.00**
Plus consumption	**$1.39/100 cu. ft.**	**$2.78/100 cu. ft.**

This Ordinance shall become effective on July 1, 2011.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of June 2011.
ADOPTED this the day of June 2011. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie K. Keeling
City Clerk

C. Bid Awards

1. Demolition for Habitat Project

Sam Grove, City Manager stated that the city had received three bids from local companies for the demolition of two residential structures which are slated to become sites for two new Habitat Homes. Mr. Grove stated that the cost is completely covered by the CDBG which is funding the Habitat project and recommended the low bid from Cornerstone Demolition in the amount of $7,950.00.

A motion to approve the bid from Cornerstone Demolition was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

2. Commercial Mower – Public Works

Bobby Elliott, Public Works Director stated that proposals were solicited and received from four local vendors on a Commercial Zero-turn mower for the Grounds Division. Mr. Elliott stated that it had been almost 10 years since the last mower was purchased and recommended the low bid from Franklin Tractor on a Toro unit in the amount of $8,930.00.

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

3. Asphalt Hot Patch Trailer Unit – Public Works

Bobby Elliott, Public Works stated that proposals were solicited and received from four vendors on a 4-ton Asphalt Hot Patch Trailer Unit for Public Works Department. Mr. Elliott stated due to the patching workload the 2-ton unit is not large enough, especially if two trips for asphalt are needed each day. Mr. Elliott stated that all units met the specifications and recommended the low bid from Spaulding Manufacturing, Inc. in the amount of $29,530.00.

A motion to approve the purchase from Spaulding Manufacturing Inc. was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

4. Installation of Pipe at the Water Pollution Control Plant

Ed Mullinax, Water Department Assistant Director stated that bids were accepted for installation of 250 feet of 24" and 30" pipe at the Waste Water Treatment Plant. Mr. Mullinax stated that this will increase the capacity in the return sludge line so the plant can function better during rain periods. Mr. Mullinax recommended the low bid from C & L Contractors in the amount of $15,900.00.

A motion to approve the bid from C & L Contractors was made by Council Member Pruitt and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

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

D. Added Item

1. Intergovernmental Agreement with Bartow County Government

Bobby Elliott, Public Works Director stated that on April 27, 2011 a tornado struck in Bartow County. Due to the extent of damage it was necessary for the City of Cartersville to provide assistance. Mr. Elliott stated that we currently do not have an Intergovernmental Mutual Aid Agreement in place for this type of assistance and this agreement is necessary for FEMA Reimbursement and recommended approval.

A motion to approve the Intergovernmental Agreement with Bartow County was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Amendment to City Charter Regarding Ward Redistricting

SubCategory:	Second Reading of Ordinances
Department Name:	Clerk
Department Summary Recomendation:	See attached letter from City Attorney for summary.
City Manager's Remarks:	This change in districts is required by the changes in the population distribution from the 2010 Census. Your approval of these changes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Item # 2

ARCHER & LOVELL, P.C.
ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

MEMO

To: Mayor and City Council

From: E. Keith Lovell, Assistant City Attorney

Date: May 26, 2011

Re: 2011 Redistricting

As you are aware, the City of Cartersville is required to submit a new ward boundary map based on the 2011 Census.

A draft was presented for your review at the last two (2) council meetings.

The map is basically the same as our current map. There are some areas of change that have been indicated on the working copies, they are as follows

(1) Moving from Ward 3 to Ward 2 – property bounded on the North by Old Mill Road, west by access road, south by Deerfield Estates and Parkview Drive, and the east by Pine Grove Road.

(2) Moving from Ward 2 to Ward 4 – bounded on the north by Church Street, then east by the railroad, the south by Leake Street and west Main Street and the west by West Avenue, Tabernacle Street, Fite Street, Wofford Street.

(3) Moving from Ward 5 to Ward 4, the southernly boundary is Milan Street, the westerly boundary is Cassville Road, the northerly boundary is Saint Francis Place and easterly by Wofford Street.

(4) Moving from Ward 4 to Ward 1

(a) bounded on the west by North Avenue, the north by Freeman Street, Aiken Street, Mary Street, and the east by Summit Street, and the south by Martin Luther King Drive.

(b) bounded on the west by Douglas Street, north by Mary Street, east by Tennessee Street, and south Martin Luther King Drive.

(c) bounded on the west by Tennessee Street, north the Opal Street, east by Fairview Circle, and south by Fairview Street.

The proposed districts are in compliance with the justice department, requirements for minority and populations and racial deviation, and maintained to the extent possible use of census blocks as the basis of the words.

The City hired Linda Meggers, a consultant to assist in the preparation of said map. Linda is the Former Director of the Georgia Reapportionment Services Unit.

The proposed maps appear to be in compliance with the one person/one vote standard, compliant with the 1965 Voting Rights Act, and eligible for submission to the Justice Department for preclearance.

Additional factors for consideration which we are in compliance with are keeping cores of existing district, communities, and keeping incumbents in their existing district.

A public notice has been published to run May 26, June 2, and June 9, 2011 as required by law.

Adoption of a ward map, requires the city to amend its Charter per state law.

Actions by City Council:

(1) June 2, 2011 Council Meeting
(a) Public Hearing
(b) 1st reading of Proposed Charter Amendment to readopt Ward Boundaries Section 8.5

(2) June 16, 2011 Council Meeting
(a) Public Hearing
(b) 2nd reading of Proposed Charter Amendment to readopt Ward Boundaries Section 8.5

Assuming Council approves, the City Attorney will then forward to the Justice Department for preclearance. If we received a response by August 28, 2011, the November 2011 elections will be held pursuant to the new ward map; if not then the November election will be held pursuant to the existing map.

EKL/src

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that **the CITY OF CARTERSVILLE CHARTER, CHAPTER 8. ELECTIONS. Sec. 8-5. Ward Boundaries** is hereby amended by deleting said Section in its entirety and replacing it with the following:

1.

"Sec. 8-5. Ward Boundaries

(A) As required by the charter, the city is hereby divided into six (6) wards as follows:

Ward 1

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps including census tracts and census blocks, metes and bounds property descriptions; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in green on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011, attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 1 are more particularly described as follows:

Bartow GA County
Census Tract 9604.02
Blocks 3039 through 3041, 3051 through 3055, 3059
Census Tract 9605.00
Blocks 1002, 1014, 1017, 1045
Census Tract 9607.00
Blocks 1028, 1033, 1035, 1036, 1039, 1064, 1068 through 1075, 1084 through 1086, 1088, 1096 through 1099
Blocks 1100 through 1106, 1113 through 1115, 1118, 1119, 1120, 1127 through 1129, 1137
Blocks 2000 through 2002, 2004 through 2008, 2011 through 2015, 2017, 2018, 2023, 2025 through 2032, 2034, 2035, 2036,2038 through 2040, 2060, 2062 through 2064

Blocks 3006, 3007, 3010, 3015, 3022, 3023, 3025 through 3030, 3032 through 3035, 3037, 3039 through 3041, 3045, 3047 through 3050
Blocks 4000, 4003 through 4014, 4016 through 4020, 4022, 4024
Blocks 5000 through 5004, 5007 through 5010

Ward 2

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps including census tracts and census blocks, metes and bounds property descriptions; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in blue on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 2 are more particularly described as follows:

Bartow GA County
Census Tract 9606.00
Blocks 2016, 2018 through 2027
Blocks 4000 through 4013, 4015 through 4029
Blocks 5014 through 5030
That part of Block 5033, being described as follows:

True point of beginning is the intersection of the southern right of way of Old Mill Road with the Western Right of Way of Pine Grove Road;
Thence travel southerly along the western right of way of Pine Grove Road to its intersection with the northern right of way of Parkview Drive to a point;
Thence from said point of intersection travel westerly along the north right of way of Parkview Drive to its intersection with the western boundary line of land lot 667, 4th District, 3rd Section to a point;
Thence traveling from said point along the western boundary line of land lot 667 and 630 North 01 degrees 32 minutes 26 seconds East a distance of 507.16 feet to a point;
Thence traveling from said point, along the western boundary line of land lot 630, 4th District, 3rd Section North 01 degrees 32 minutes 10 seconds East a distance of 384.52 feet to a point;
Thence traveling from said point South 89 degrees 54 minutes and 06 seconds East a distance of 1296.88 feet to a point on the western boundary line of land lot 631, 4th District, 3rd Section to a point;
Thence traveling from said point southerly along the western boundary of land lot 631, 4th District, 3rd Section South 0 degrees 05 minutes 35 seconds East a distance of 164.89 feet to a point, said point being an iron pin;

Thence traveling from said point, being an iron pin North 89 degrees 54 minutes 00 seconds west a distance of 50 feet to a point marked by a concrete monument;
Thence traveling from said point being a concrete monument North 0 degrees 05 minutes 30 seconds west a distance of 944.88 feet to a point, being a concrete monument on the southern right of way line of Old Mill;
Thence traveling from said point being a concrete monument easterly along the southerly right of way of Old Mill Road to its intersection with the western right of way of Pine Grove Road, to a point, said point being the true point of beginning.

Blocks 5039, 5040, 5042, 5043, 5044, 5046, 5048, 5049, 5079
Blocks 6027, 6028, 6033, 6034, 6037 through 6039
Census Tract 9607.00
Blocks 1132, 1133
Blocks 5035, 5040 through 5054

Ward 3

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in purple on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 3 are more particularly described as follows:

Bartow GA County
Census Tract 9606.00
Blocks 5004 through 5010, 5011, 5013, 5031
All of Block 5033, less and except the following:

True point of beginning is the intersection of the southern right of way of Old Mill Road with the Western Right of Way of Pine Grove Road;
Thence travel southerly along the western right of way of Pine Grove Road to its intersection with the northern right of way of Parkview Drive to a point;
Thence from said point of intersection travel westerly along the north right of way of Parkview Drive to its intersection with the western boundary line of land lot 667, 4th District, 3rd Section to a point;
Thence traveling from said point along the western boundary line of land lot 667 and 630 North 01 degrees 32 minutes 26 seconds East a distance of 507.16 feet to a point;

Thence traveling from said point, along the western boundary line of land lot 630, 4th District, 3rd Section North 01 degrees 32 minutes 10 seconds East a distance of 384.52 feet to a point;
Thence traveling from said point South 89 degrees 54 minutes and 06 seconds East a distance of 1296.88 feet to a point on the western boundary line of land lot 631, 4th District, 3rd Section to a point;
Thence traveling from said point southerly along the western boundary of land lot 631, 4th District, 3rd Section South 0 degrees 05 minutes 35 seconds East a distance of 164.89 feet to a point, said point being an iron pin;
Thence traveling from said point, being an iron pin North 89 degrees 54 minutes 00 seconds west a distance of 50 feet to a point marked by a concrete monument;
Thence traveling from said point being a concrete monument North 0 degrees 05 minutes 30 seconds west a distance of 944.88 feet to a point, being a concrete monument on the southern right of way line of Old Mill;
Thence traveling from said point being a concrete monument easterly along the southerly right of way of Old Mill Road to its intersection with the western right of way of Pine Grove Road, to a point, said point being the true point of beginning.

Blocks 5034 through 5038, 5041, 5045, 5047, 5050, 5051, 5058, 5060 through 5062, 5064, 5066, 5069, 5071, 5072, 5074 through 5078,5084, 5087, 5089, 5090, 5092, 5094, 5097
Blocks 6025, 6026
Census Tract 9608.03
Blocks 3003, 3007 through 3009, 3012 through 3014, 3016, 3020 through 3025, 3047 through 3053, 3055, 3056, 3058 through 3062, 3067, 3070 through 3074, 3077, 3091, 3093, 3094, 3097, 3098
Blocks 3103, 3104, 3110, 3113, 3114, 3116, 3135, 3143, 3146, 3148, 3152, 3155, 3156
Census Tract 9609.01
Blocks 1000 through 1003
Blocks 2000, 2003 through 2010, 2012, 2024, 2032, 2073, 2074, 2078, 2082
Census Tract 9609.02
Blocks 2018, 2019, 2021 through 2027, 2029, 2031, 2034

Ward 4

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps including census tracts and census blocks, metes and bounds property descriptions; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in red on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the justice department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 4 are more particularly described as follows:

Bartow GA County
Census Tract 9605.00
Blocks 1027 through 1033, 1035, 1044, 1046, 1050, 1052
Census Tract 9606.00
Blocks 1062, 1084 through 1086, 1096, 1097
Blocks 2000 through 2015, 2017
Blocks 3000 through 3024
Blocks 6000 through 6003, 6005, 6006, 6030 through 6032
Census Tract 9607.00
Blocks 2041 through 2059, 2061
Blocks 4001, 4002, 4015, 4021, 4023
Blocks 5005, 5006, 5011 through 5034, 5036, 5037, 5038, 5039

Ward 5

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in orange on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 5 are more particularly described as follows:

Bartow GA County
Census Tract 9605.00
Blocks 1024 through 1026
Blocks 4028 through 4030, 4036, 4037, 4039, 4040, 4043, 4044
Census Tract9606.00
Blocks 1000 through 1038, 1043 through 1056, 1059 through 1061, 1063 through 1083, 1087 through 1091, 1095, 1098, 1099
Blocks 1100 through 1104, 1106, 1107
Blocks6004, 6007 through 6014, 6016, 6017, 6019, 6020 through 6022, 6024, 6029, 6035, 6036, 6040
Census Tract 9609.02
Blocks 1002, 1004
Blocks 2000 through 2003
Blocks 4014 through 4016, 4018, 4020 through 4022, 4024, 4026 through 4032, 4035, 4038, 4040, 4041, 4044, 4045

Ward 6

All that tract or parcel of land which is bound by visible features which are readily distinguishable upon the ground, such as streets, railroad tracks, streams, lakes and ridges, and which are indicated upon official department of transportation maps; or the city limits of the City of Cartersville existing as of JUNE 16, 2011 as shown colored in yellow on that map entitled "CARTERSVILLE, GEORGIA AND VICINITY; PROPOSED WARD BOUNDARIES" adopted by city council June 16, 2011 includes annexations approved by the Justice Department since April 1, 2011", attached hereto and included by reference as Exhibit A.

Said ward boundaries for Ward 6 are more particularly described as follows:

Bartow GA County
- Census Tract 9601.02
  - Blocks 1046 through 1049
  - Blocks 3045, 3046
- Census Tract 9604.01
  - Blocks 1004, 1005, 1007 through 1010, 1012, 1014 through 1016, 1033, 1035, 1036, 1038, 1041, 1043, 1046, 1049
  - Blocks 2003 through 2005, 2011, 2013 through 2015, 2026, 2028 through 2031, 2036 through 2041, 2056, 2059, 2060, 2063, 2068, 2069, 2070, 2075, 2076, 2079, 2080, 2082, 2083, 2086, 2088, 2091 through 2094, 2096
  - Blocks 2106, 2107, 2111, 2113
- Census Tract 9604.02
  - Blocks 1007, 1009, 1010, 1014, 1015, 1020, 1039, 1040, 1042, 1046, 1048, 1053, 1054, 1056, 1058 through 1060, 1062, 1063, 1068, 1072 through 1074, 1077, 1082 through 1085, 1087 through 1089
  - Blocks 3001 through 3005, 3007, 3060, 3062, 3063, 3065, 3067, 3069, 3075, 3076, 3079, 3080, 3082, 3083, 3085, 3088 through 3098
  - Blocks 3100 through 3102
- Census Tract 9605.00
  - Blocks 1013
  - Blocks 2006, 2007 2009, 2014 through 2022, 2026 through 2028, 2030
  - Blocks 3031
- Census Tract 9607.00
  - Blocks 3000, 3002, 3003, 3008, 3009, 3013, 3017, 3019, 3042 through 3044, 3046, 3053

(B) Any property within the City limits of the City of Cartersville at the time of adoption of this Ordinance shall become a part of and be included in the ward that is contiguous with; if contiguous with more than a single ward, it shall become part of the ward that has the least population based on the 2011 U.S. Census data.

(C) Any property annexed after the adoption of this Ordinance, shall become a part of and be included in the ward that it is contiguous with; if contiguous with more than a single ward, it shall become part of the ward with the least population according to the 2011 U.S. Census data.

(D) This Ordinance and map shall become effective after approval by the United States Justice Department, however if said approval is not received before August 28, 2011, then the November 2011 election shall be conducted based on the currently existing ward boundaries as approved by the United States Justice Department on October 21, 2003.

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED this the 2nd day of June 2011. First Reading
ADOPTED this the 16th day of June 2011. Second Reading.

/s/ Matthew Santini
Matthew Santini
Mayor

ATTEST:
/s/ Connie Keeling
Connie Keeling
City Clerk

CARTERSVILLE, GEORGIA
VOTING WARDS

PLAN NAME: CARTERSVILLE PLAN 1
PLAN TYPE: LOCAL
DATE: MAY 07 2011

Population Summary Report

DISTRICT	POPULATION	DEVIATION	% DEVN.	BLACK	% BLACK	ALL OR PART BLACK	% A/P BLACK	HISPANIC ORIGIN	%HISP
CARTERSVILLE	19,731			3,648	18.49	3,875	19.64	2,505	12.70
18+ POP (VAP)	14,559			2,519	17.30	2,567	17.63	1,513	10.39
1	3,406	117	3.56	506	14.86	544	15.97	643	18.88
18+ POP (VAP)	2,614			370	14.15	378	14.46	393	15.03
2	3,243	-46	-1.40	487	15.02	516	15.91	256	7.90
18+ POP (VAP)	2,424			319	13.16	324	13.37	152	6.27
3	3,232	-57	-1.73	237	7.33	247	7.64	136	4.21
18+ POP (VAP)	2,368			146	6.16	147	6.37	70	3.03
4	3,234	-55	-1.67	1,246	38.53	1,315	40.66	853	26.38
18+ POP (VAP)	2,220			877	39.50	888	40.00	519	23.38
5	3,223	-66	-2.01	535	16.60	572	17.75	272	8.44
18+ POP (VAP)	2,295			344	14.99	353	15.38	156	6.80
6	3,393	104	3.16	637	18.77	681	20.07	345	10.17
18+ POP (VAP)	2,698			463	17.16	477	17.68	223	8.27

TOTAL POPULATION: 19,731
IDEAL DISTRICT POPULATION: 3,289

SUMMARY STATISTICS

POPULATION RANGE:	3,223 TO 3,406
ABSOLUTE DEVIATION RANGE:	-66 TO 117
ABSOLUTE OVERALL RANGE:	6,629
% DEVIATION RANGE:	-2.01% TO 3.56%
RELATIVE OVERALL DEVIATION:	5.57%
ABSOLUTE MEAN DEVIATION:	74.17
RELATIVE MEAN DEVIATION:	2.26%

CARTERSVILLE : 7,250 OCCUPIED HOUSING UNITS BASED ON 2010 CENSUS. AVERAGE OF 2.72 PERSONS PER HOUSING UNIT.

NOTE ON HAND SPLIT OF CENSUS BLOCK BETWEEN DISTRICTS 2 AND 3:

DISTRICT 2 – THAT PART OF CENSUS TRACT 9606.00 BLOCK 5033 WHICH LIES WEST OF ETOWAH DRIVE AND ALONG THE SOUTH SIDE OF OLD MILL ROAD. THIS PORTION OF THE CENSUS BLOCK CONTAINS 316 APARTMENT UNITS WITH 2.72 PERSONS PER UNIT (860 PERSONS, 63% OF THE BLOCK POPULATION).
TOTAL POPULATION = 860 TOTAL 18+ POPULATION = 556
BLACK POP. = 262 BLACK 18+ POP. = 156
ALL / PART BLACK POP = 275 ALL / PART BLACK 18+ POP. = 158
HISPANIC POP. = 103 HISPANIC 18+ POP. = 53

DISTRICT 3 – THE REMAINDER OF CENSUS TRACT 9606.00 BLOCK 5033 WHICH IN NOT CONTAINED IN DISTRICT 2. (37% OF THE BLOCK POPULATION).
TOTAL POPULATION = 503 TOTAL 18+ POPULATION = 327
BLACK POP. = 154 BLACK 18+ POP. = 92
ALL / PART BLACK POP. = 161 ALL / PART BLACK 18+ POP. = 93
HISPANIC POP. = 60 HISPANIC 18+ POP. = 31

1
2
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WARD 1
WARD 2
WARD 3
WARD 4
WARD 5
WARD 6

City of Cartersville

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

City of Cartersville
PO Box 1390
Cartersville, GA 30120
May 26, 2011

Attachment number 3
Page 1 of 1

Item # 2

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Budget Ordinance for Fiscal Year 2011-2012

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recomendation:	The budget includes the hiring of 12 new fire fighters, the salary increases brought about by the conclusion of the recent salary study, and the recycling program to begin in January 2012. The proposed budget totals $157,729,545 and is a balanced budget, meaning that revenues are equal to expenses. The budget includes: salary adjustments in all funds; no city property tax increase; Cartersville School System funds in the amount of $15,361,740; an increase in staffing of 15 (1 public works, 1 stormwater, 1 solid waste for 1/2 of the year, and 12 fire fighters); and an increase in the water and sewer rate structure. Since we met at the May budget work session, the overall budget has increased by $794,465. The biggest portion of the increase is comprised of salary and benefit adjustments throughout all funds, followed by increased grant fund revenues and expenses and the inclusion of the recycling program for 1/2 of the year. The salary and benefit increases by fund are as follows: general fund $569,080; electric fund $86,250; fiber fund $23,850; internal service fund (garage) $11,300; gas fund $64,865; solid waste fund $32,455; stormwater fund $12,750; and water and sewer fund $100,200. These increases were absorbed in each fund by a combination of increases in revenue estimates along with decreases in expenses. The salary adjustments were a result of the first pay and classification study that the City has undertaken since 1999. The study compared our salaries to comparable cities and utilities and found that the city was below the market. The recommended adjustments are composed of two parts – selected adjustments to lower paid positions; and adjustments to selected positions that take longevity in account. More than three quarters of the overall adjustments will go to personnel in Public Safety and Utilities. The study recommended three different scenarios – 105% of the labor market; 100% of the labor market; and 97% of the labor market – of which the city chose to recommend the lowest cost option, 97% of the labor market. The increase in the grant fund include an additional grant and the increase in the solid waste fund is due to start up cost for the recylcing program. The budget also includes the outside agencies funded at the fiscal year 2011 levels.

	I recommend approval of the proposed fiscal year 2011-2012 budget.
City Manager's Remarks:	The key features of the FY 2011-12 budget are: 1) an overall increase of $15,276,225 from the FY 2010-11 budget (due largely to the increased capital expenses); 2) no city property tax increase; 3) a small increase in the water and sewer rates; 4) an increase of 15 in the staffing level; 5) salary adjusment increases across all funds; 6) no cuts in any services to the citizens; and 7) even though there is a small increase to the water and sewer rates, all utility rates remain at or below comparable rates charged by private or municipal service delivery entities. Your approval of the budget as presented is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2011 - 2012 budget.

2011 - 2012 Budget Summary

General Fund	**Revenues**	**Expenditures**
Revenues	**$39,532,415**	
Expenditures:		
Legislative		**$19,562,380**
Administration		**$ 1,012,265**
Finance Dept.		**$ 1,025,760**
City Clerk Dept.		**$ 691,735**
Police		**$ 5,170,490**
Fire		**$ 5,393,635**
Public Works		**$ 2,497,435**
Recreation		**$ 3,249,595**
Planning & Development		**$ 929,120**
Special Revenue Funds		
SPLOST – 2003	**$ 5,200,000**	**$ 5,200,000**
SPLOST – 2007	**$12,555,000**	**$12,555,000**
DEA	**$ 433,690**	**$ 433,690**
State Forfeiture	**$ 3,000**	**$ 3,000**
Hotel/Motel Tax	**$ 340,000**	**$ 340,000**
Motor Vehicle Rental Tax	**$ 40,000**	**$ 40,000**
Grant Funds	**$ 1,319,015**	**$ 1,319,015**
Impact Fees	**$ 24,935**	**$ 24,935**
Development Fees	**$ 5,000**	**$ 5,000**

Enterprise Funds		
Fiber Optics	**$ 1,646,900**	**$ 1,646,900**
Electric	**$43,600,295**	**$43,600,295**
Gas	**$28,845,855**	**$28,845,855**
Solid Waste	**$ 2,587,900**	**$ 2,587,900**
Stormwater	**$ 1,181,000**	**$ 1,181,000**
Water & Sewer	**$19,051,945**	**$15,297,140**
Water Pollution Control Plant		**$ 1,993,715**
Water Treatment Plant		**$ 1,761,090**

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 2nd day of June 2010. First Reading.
ADOPTED this day of June 2010. Second Reading.

/s/_____
Matthew J. Santini
Mayor

ATTEST:

/s/_____
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Amendment to Utilities Ordinance Regarding Water/Sewer Rates

SubCategory:	Second Reading of Ordinances
Department Name:	Finance
Department Summary Recomendation:	In order to balance the FY 2012 Water and Sewer Fund budget, a 5% proposed increase in water and sewer rates is needed. The increase will allow the City to continue to maintain the existing system as well as update the system by completing projects that are needed to fulfill the needs of existing customers along with any future needs of the water and sewer system. For residential customers, the increase equates to $0.06 per 100 cubic feet consumed for city residents and $0.12 increase per 100 cubic feet consumed for outside the city limit residents. For apartments/commercial water customers, the increase is $0.10 per 100 cubic feet consumed for city customers and $0.15 per 100 cubic feet consumed for outside the city limit customers. For sewer rates, the increase equates to $0.07 increase per 100 cubic feet consumed for city customers and $0.14 increase per 100 cubic feet consumed for outside city limit customers. Even with this small increase in rates, the City of Cartersville will still have one of the lowest water and sewer rates in the surrounding area. Without the proposed rate increase, the city water and sewer department will not be able to maintain the existing system, plan for any needed future expansion, or possibly be unable to make future bond payments. I recommend approval of the proposed water and sewer rate increases to begin July 1, 2011.
City Manager's Remarks:	While no one wants to raise rates in a bad economy, this one is needed. A review of our rates, even after the increase, shows that we continue to be one of the lowest in the state. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 (a) and (b) Water and Sewage Rate and Section 24-147 (a.) Sewage Rates is hereby amended by deleting said Section 24-64 (a) and (b), and Section 24-147 (a) in their entirety and replacing them with the following:

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.00	$ 11.00
3/4" full flow	$ 9.00	$ 16.00
1"	$ 14.00	$ 26.00
1 ¼" or 1 ½"	$ 28.00	$ 48.00
2"	$ 54.00	$ 99.00
4"	$101.00	$185.00
6"	$156.00	$280.00
8"	$200.00	$387.00
Plus consumption as follows: (i) Residential Meters (a) 0 – 10 consumptions per month (b) 11 – 14 consumptions per month (c) 15 – 19 consumptions per month (d) 20 + consumptions per month (ii) Apartments, Multiples & Commercial Meters (iii) Irrigation System Meters (iv) Industrial and All Other Meters	 $1.26/100 cu. ft. $2.57/100 cu. ft. $4.66/100 cu. ft. $6.50/100 cu. ft. $2.09/100 cu. ft. $4.66/100 cu. ft. $1.26/100 cu. ft.	 $2.52/100 cu. ft. $3.24/100 cu. ft. $4.66/100 cu. ft. $6.50/100 cu. ft. $3.08/100 cu. ft. $4.66/100 cu. ft. $2.52/100 cu. ft.

(b.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.00	$ 6.00
3/4" full flow	$ 9.00	$ 9.00
1"	$ 14.00	$ 14.00
1 ¼" or 1 ½"	$ 28.00	$ 28.00
2"	$ 54.00	$ 54.00
4"	$101.00	$101.00
6"	$156.00	$156.00
8"	$200.00	$200.00
Plus consumption	$1.39/100 cu. ft.	$2.78/100 cu. ft.

Sec. 24-147. Sewage rates.

(a.) Sewage Monthly Billing	City	Outside City
Minimum bill according to meter size:		
5/8" or 3/4"	$ 6.00	$ 6.00

3/4" full flow	**$ 9.00**	**$ 9.00**
1"	**$ 14.00**	**$ 14.00**
1 ¼" or 1 ½"	**$ 28.00**	**$ 28.00**
2"	**$ 54.00**	**$ 54.00**
4"	**$101.00**	**$101.00**
6"	**$156.00**	**$156.00**
8"	**$200.00**	**$200.00**
Plus consumption	**$1.39/100 cu. ft.**	**$2.78/100 cu. ft.**

This Ordinance shall become effective on July 1, 2011.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 2nd day of June 2011.
ADOPTED this the day of June 2011. Second Reading.

/s/_____
Matthew J. Santini
Mayor

ATTEST:

/s/_____
Connie K. Keeling
City Clerk

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Rezoning application by Henry Floyd for property located at the intersection of West Avenue and Euharlee Road from O-C to G-C

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	The subject tract is located at the intersection of West Avenue (SR 61/113) 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. Planning Commission recommended Approval.
City Manager's Remarks:	The Planning Commission recommends approval of this rezone. .
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Item # 5

ZONING SYNOPSIS

Petition Number(s): **Z11-03**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Henry Floyd**

Representative: **Jeff Watkins**

Property Owner: **Same as applicant**

Property Location: **Intersection of West Ave (SR 61/113) and Euharlee Rd**

Access to the Property: **Euharlee Road**

Site Characteristics:

Tract Size: Acres: **1.58 acres** District: **4th** Section: **3rd** LL(S): **634 and 663**

Ward: **3** Council Member: **Louis Tonsmeire**

LAND USE INFORMATION

Current Zoning: **O-C (Office Commercial)**

Proposed Zoning: **G-C (General Commercial)**

Proposed Use: **Allow for a general commercial development.**

Current Zoning of Adjacent Property:

North: **O-C (Office Commercial)**
South: **H-I (Heavy Industrial)**
East: **Bartow County jurisdiction**
West: **O-C (Office Commercial)**

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

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:
No objections.

Public Works:
No objections.

Gas:
No objections.

Electric:
No objections.

Fire:
No objections.

Police:
No comments.

The subject tract is located at the intersection of West Avenue (SR 61/113) 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.

STANDARDS FOR EXERCISE OF ZONING POWERS.

A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed G-C zoning may permit a use that is suitable in view of the existing commercial development of adjacent properties.

B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed G-C zoning may not create an isolated district since there is a nearby property zoned in a similar manner in the City. In addition, the adjacent property in Bartow County jurisdiction is a heavy commercial use that would be suitable as G-C.

C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The G-C zoning proposal may not adversely affect the existing use of adjacent properties.

D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned for medium-use commercial (O-C), the property may have a reasonable, if limited, economic use with frontage on the four-lane arterial State Route 61/113.

E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The G-C zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible industrial use on roads, utilities, and other factors.

F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The zoning proposal for G-C is not in conformity with the adopted Future Development Map of the Cartersville 2030 Comprehensive Plan.

G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.

The G-C zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to industrial use.

H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Commercial development on and adjacent to West Avenue (SR 61/113) from the intersection of Douthit Ferry Road / Burnt Hickory Road west to the City limits has expanded greatly in the last five years, including the additions of Arby's, CVS, and Zaxby's. Recently completed and anticipated future commercial growth on the four-lane section of this road could give supporting grounds for a change in commercial zoning from medium use to high use.

STAFF RECOMMENDATION
Staff has no objections.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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

$400 paid 5-6-11

Application Number Z11-03

Hearing Date June 7, 2011

Applicant HENRY FLOYD Business Phone 678-758-2535

Address 10 EUHARLEE ROAD,SW
City CARTERSVILLE State GA Zip 30120

Jeffrey A. Watkins Business Phone (770) 382-9591 Cell or Fax# (770) 382-3833
(Representative's Printed Name (if other than Applicant)

Representative's Signature Applicant's Signature

Signed, sealed and delivered in presence of:

Julia C Bennett
Notary Public My commission expires:

JULIA C. BENNETT NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 17, 2015

Titleholder HENRY FLOYD Business Phone 678-758-2535

Address 10 EUHARLEE ROAD,SW
City CARTERSVILLE State GA Zip 30120

Signature Henry Floyd
Signed, sealed and delivered in presence of:

Julia C Bennett
Notary Public My commission expires:

JULIA C. BENNETT NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 17, 2015

Present Zoning District O-C Requested Zoning District(s) G-C

Acreage 1.579 Land Lot(s) 634, 635, 662 & 663 District(s) 4TH Section (s) 3RD

Location of Property INTERSECTION OF HWY 113 (WEST AVE) AND EUHARLEE ROAD
(Street address, nearest intersection, etc.)

Reason for requesting rezoning and/or annexation: To allow for a general commercial development.
(attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements.

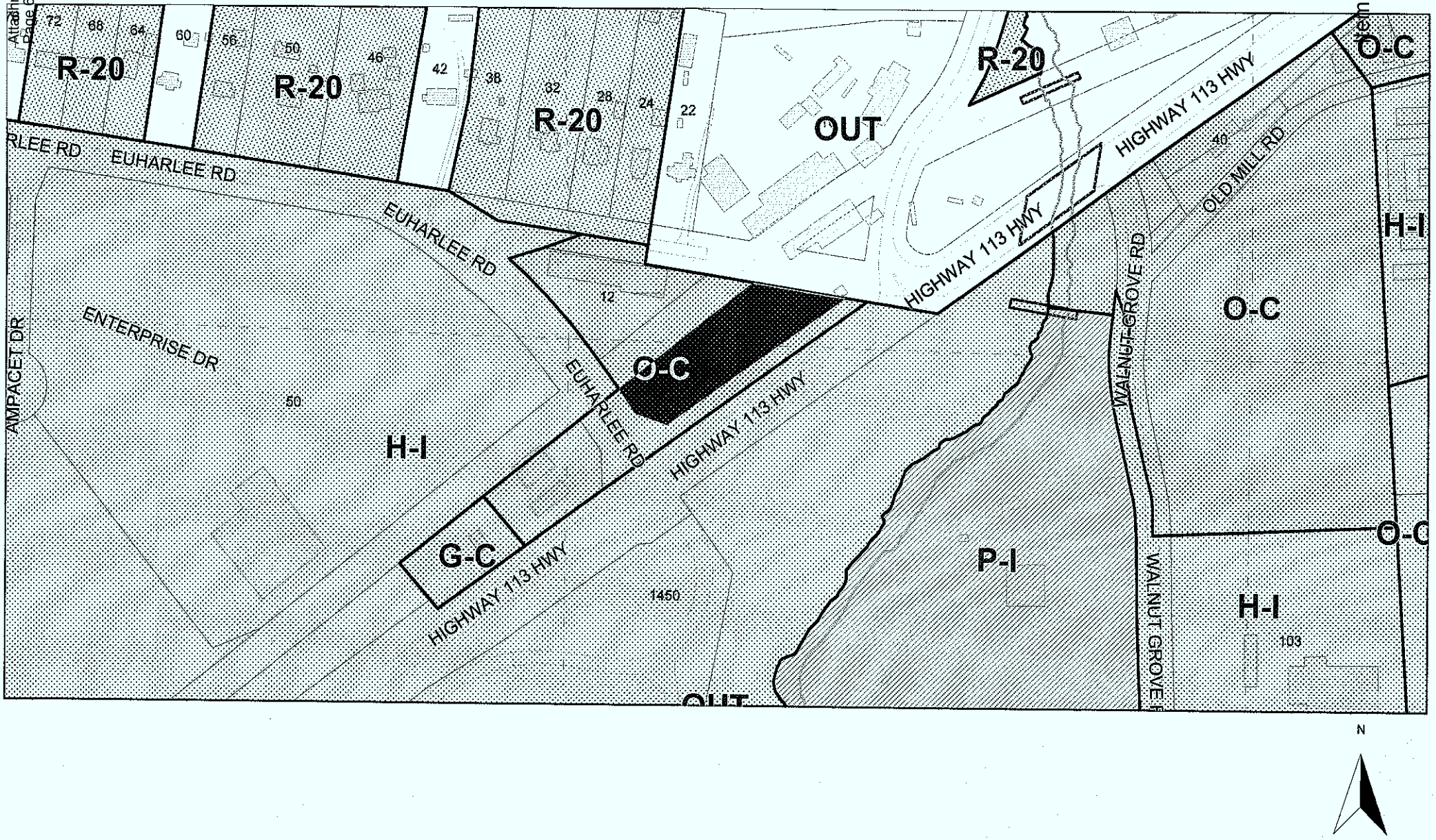
Planning Commission Recommendation:
Approved: _____ Conditions: _____

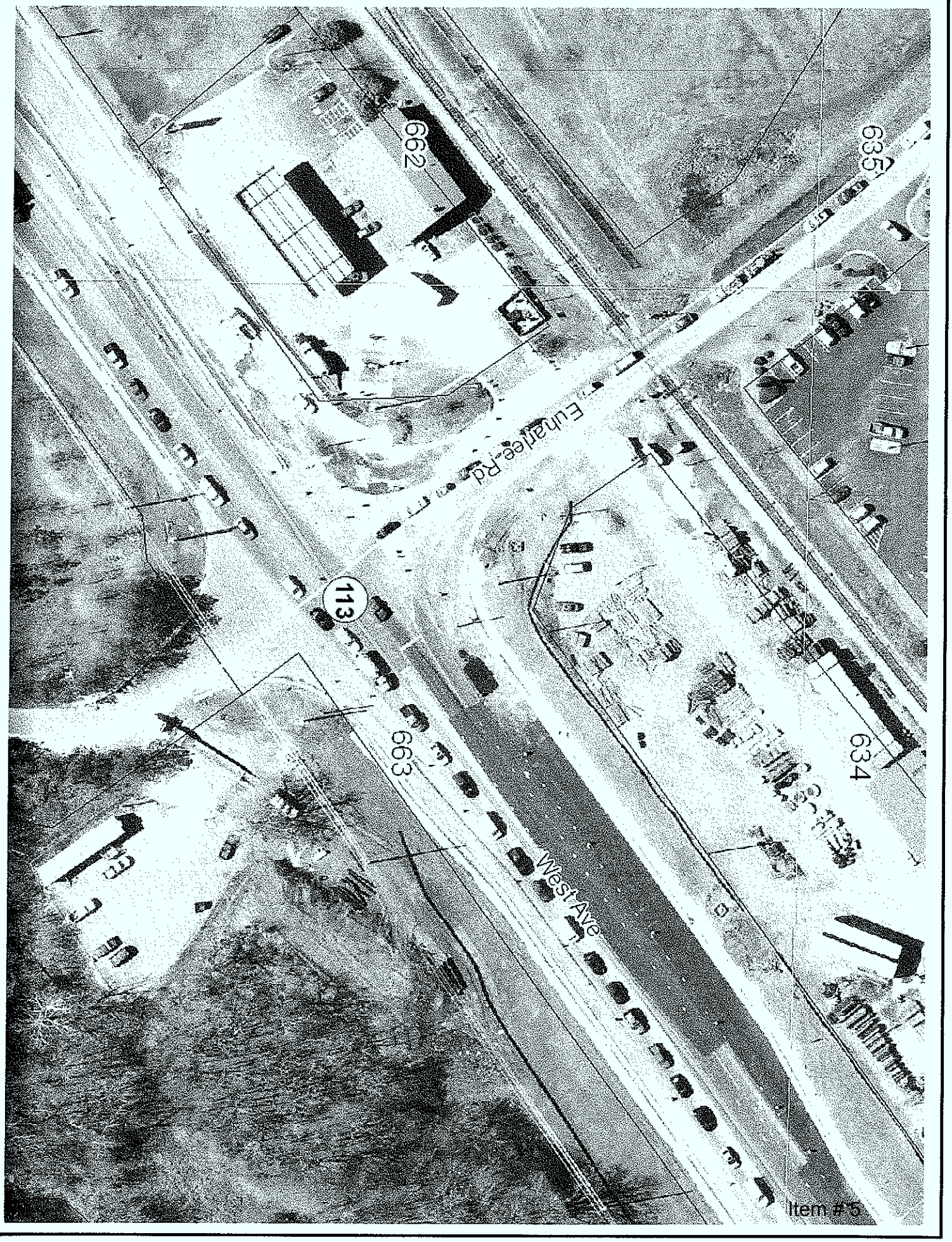
Disapproved: _____ Date: _____

City Council Decision:
Approved: _____ Conditions: _____

Disapproved: _____ Date: _____

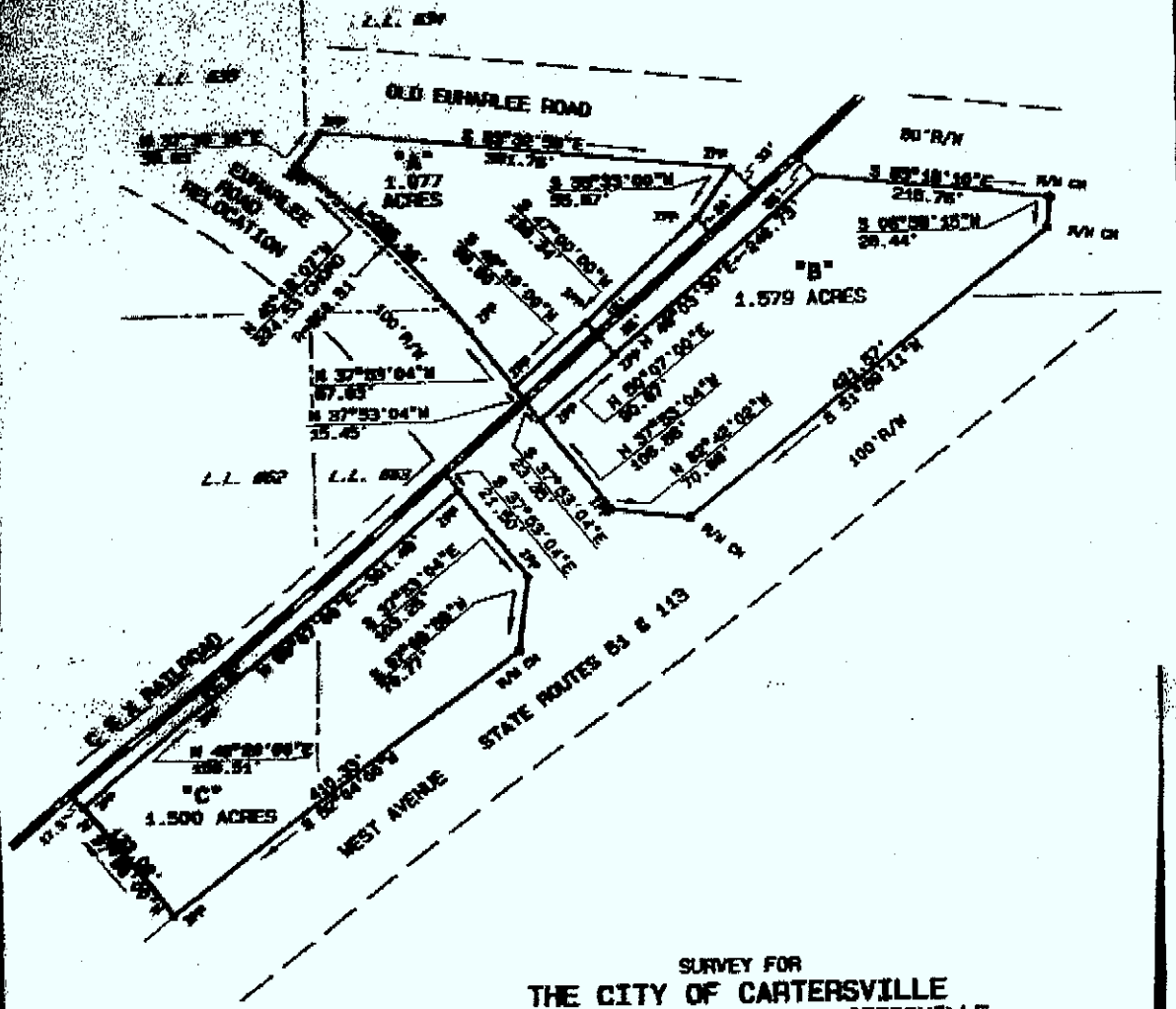
West Ave & Euharlee Rd - rezoning case Z11-03




662
635
Eunalee Rd
113
663
634
West Ave
Item # 5

West Ave & Euharlee Rd
case Z11-03





SURVEY FOR

THE CITY OF CARTERSVILLE

PROPERTY IN THE CITY OF CARTERSVILLE,
IN LAND LOTS 634, 635, 662, & 663,
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA

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

FLOOD HAZARD BOUNDARY MAP 0008 F DATED SEPT. 29, 1989 SHOWS THIS PROPERTY IS NOT IN A FLOOD ZONE.

FIELD TRAVERSE:
CLOSURE: ONE FOOT IN 20,000 FEET
USING A LIETZ SET 3.
ANGULAR ERROR: 0°00'05" PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED USING THE COMPASS RULE.

PLAT CLOSURE:
ONE FOOT IN
100,000 FEET.

FEBRUARY 1, 1994

SMITH & SMITH LAND SURVEYORS, P.C.
SURVEYORS & ENGINEERS
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 404-382-0457

A. Lee Smith

REGISTERED LAND SURVEYOR No. 1309

GEORGIA REGISTERED No. 1309 LAND SURVEYOR A. LEE SMITH

SCALE 1"=100' FILE 4080-6 B

Item # 5

City of Cartersville
PLANNING AND DEVELOPMENT
P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **Z11-03**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL
(To be completed by Mayor, City Council, and Planning Commission)

Henry Floyd (Jeff Watkins, representative) has made a rezoning request on the following property: Approximately 1.58 acres located at the intersection of West Avenue and Euharlee Road in the 4th District, 3rd Section, Land Lots 634, 635, 662, and 663 from O-C to G-C.

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

1. A Property interest in any real property affected by a rezoning request.
   Yes_____ No_____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
   Yes _____ No _____
   If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
   Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

_____

TITLE: _____

DATE: _____

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Special Use application by Roy Rozanske for property located at 324 W. Porter Street to allow a salvage yard to operate in the H-I zoning district.

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recomendation:	The subject tract is located at the intersection of Porter Street and N. Erwin Street. This property includes a log-cabin style commercial building constructed approximately ten years ago. The applicant seeks a special use permit to operate a salvage yard on this property that is zoned H-I (Heavy Industrial) and has historically been used for industrial purposes. The applicant has also applied to the Board of Zoning Appeals for a variance, still pending, to eliminate the buffer (50 ft along non-residential and 100 ft adjacent to residential property lines) and minimum lot size (20 acres) requirements for a salvage yard. Planning Commission recommended Denial.
City Manager's Remarks:	Planning Commission recommends denial of this rezone.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU11-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Roy Rozanske**

Representative: **None**

Property Owner: **Malbone Farms Inc.**

Property Location: **324 W. Porter Street (corner N. Erwin Street)**

Access to the Property: **Porter Street and N. Erwin Street**

Site Characteristics:

Tract Size: Acres: **4.93 acres** District: **4th** Section: **3rd** LL(S): **339, 340, 380, 381, 382**

Ward: **4** Council Member: **Lindsey McDaniel**

LAND USE INFORMATION

Current Zoning: **H-I (Heavy Industrial) and less than ½ acre M-U (Multiple Use)**

Proposed Special Use: **Allow operation of a salvage yard in the H-I portion of the property**

Current Zoning of Adjacent Property:

North: **H-I (Heavy Industrial) and P-I (Public Institutional)**
South: **H-I (Heavy Industrial)**
East: **H-I (Heavy Industrial)**
West: **H-I (Heavy Industrial)**

The Future Development Plan designates the subject property as:
Workplace Center with recommended zoning districts H-I, L-I, and P-D.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:
The application will have an effect on water and sewer service to this property.

Public Works:
No objections.

Gas:
No exceptions are taken – note that natural gas facilities exist within the road right-of-ways and access to such facilities shall not be impeded.

Electric:
No objections.

Fire:
No objections.

Police:
No comments.

The subject tract is located at the intersection of Porter Street and N. Erwin Street. This property includes a log-cabin style commercial building constructed approximately ten years ago. The applicant seeks a special use permit to operate a salvage yard on this property that is zoned H-I (Heavy Industrial) and has historically been used for industrial purposes.

The applicant has also applied to the Board of Zoning Appeals for a variance, still pending, to eliminate the buffer (50 ft along non-residential and 100 ft adjacent to residential property lines) and minimum lot size (20 acres) requirements for a salvage yard.

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

Sec. 16.1. Scope and intent.

This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider:

A. The effect of the proposed activity on traffic flow along adjoining streets;
B. The availability, number and location of off-street parking;
C. Protective screening;
D. Hours and manner of operation of the proposed use;
E. Outdoor lighting;
F. Ingress and egress to the property; and
G. Compatibility with surrounding land use.

In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

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

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

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

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

Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and

D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

Sec. 16.4. Minimum Special use standards.

16.4.14. *Salvage yards*

A. *Allowable districts:* H-I

B. *Standards:*

1. Salvage yards shall have a minimum fifty (50) foot wide buffer along all abutting non-residential property lines and a one hundred (100) foot wide buffer along all abutting residential property lines to provide a visual screen in accordance with section 4.17 of this chapter.

Staff review: The applicant has applied for a variance to eliminate this requirement.

2. Salvage yards shall not stack vehicles or salvage material so as to be visible from any adjoining property or street.

Staff review: Based on discussions, the applicant proposes to adhere to this requirement.

3. Salvage yards shall have a minimum lot size of twenty (20) acres.

Staff review: The applicant has applied for a variance to eliminate this requirement.

STAFF RECOMMENDATION

Staff has reservations about recommending this use without having additional details from the applicant regarding screening / buffers and more information on the operation.

PLANNING COMMISSION RECOMMENDATION: DENIAL

~~6-20~~ 5-9 BZA @ 4:30 PM
~~6-7~~ 5-10 PC @ 6:00 PM
~~6-16~~ 5-19 Council @ 7:00 PM
~~7-7~~ 6-2 Council @ 7:00 PM
All meetings City Council Chambers

Application for Special Use

4-1-11
Paid $450 fee + legal

SU11-01 and V11-04

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

Application Number

Hearing Dates 5-9, 5-10, 5-19, 6-2

Applicant Roy Rozanske (applicant's printed name) Business Phone 414-303-3241
Address 207 Willow Ridge Dr Home Phone "
City White State GA Zip 30184
— Phone — Fax # —
(Representative's printed name (if other than applicant)
— X
Representative's signature Applicant's signature royrozanske@yahoo.com
Signed, sealed and delivered in presence of:
My commission expires:
Notary Public

TONI HERRIN NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 11, 2014

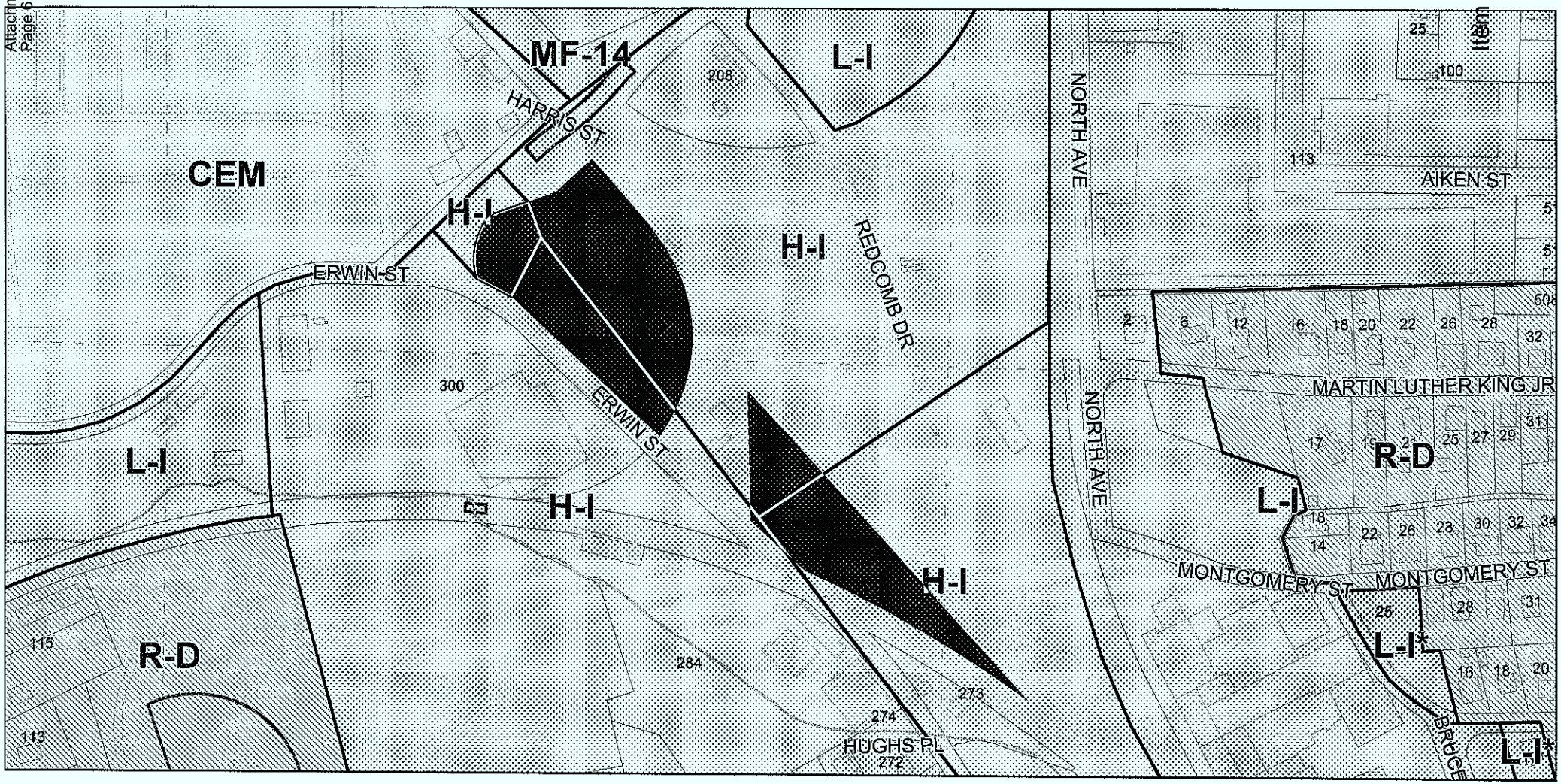
Titleholder Malbane Farms Inc. Business Home
(titleholder's printed name)
*attach additional notarized signatures as needed on separate application page
Address PO Box 490 Cartersville 30120
Signature X
Signed, sealed, delivered in presence of:
My commission expires:
Notary Public

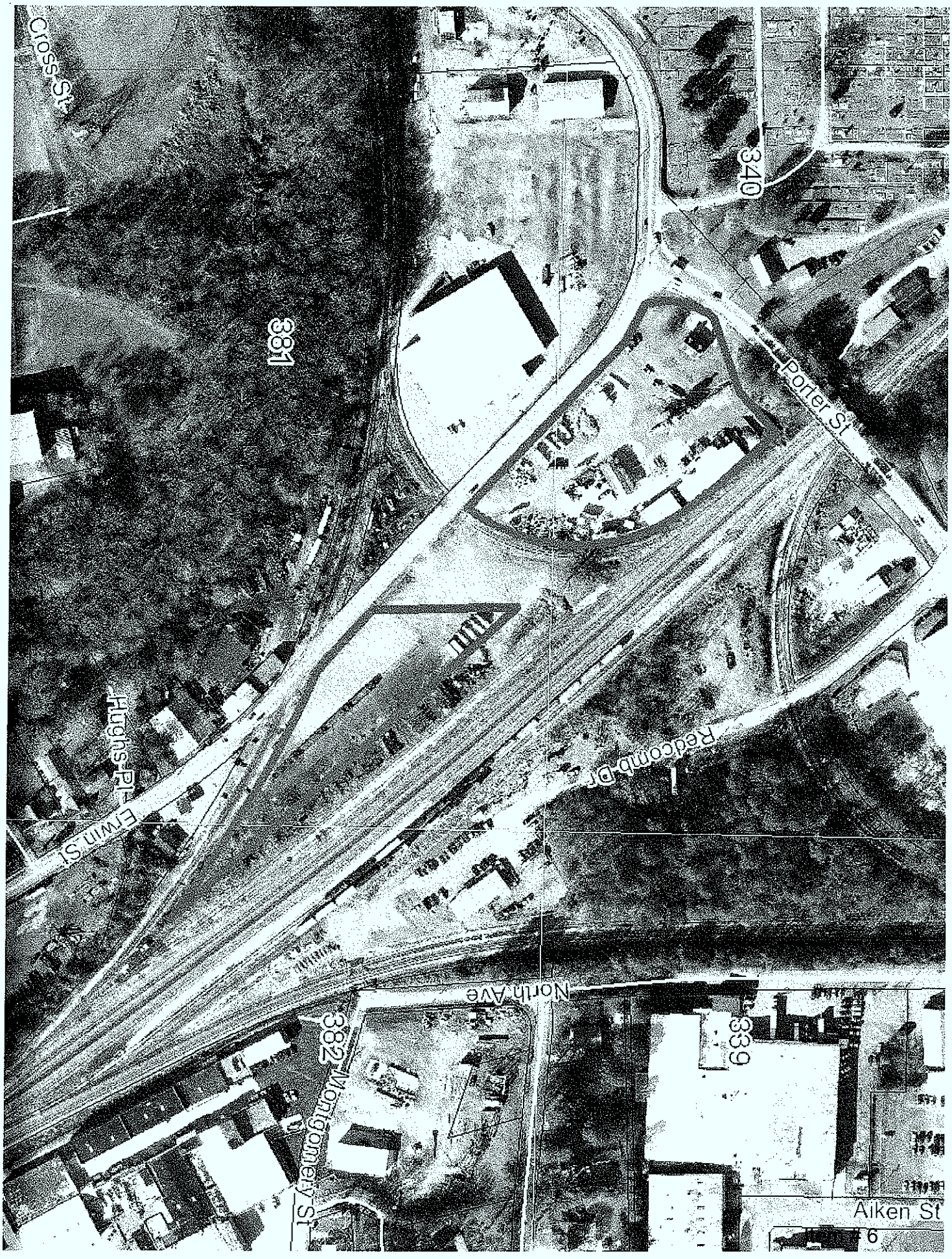
TONI HERRIN NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 11, 2014

Present Zoning District(s) H-I and M-U Requested Special Use Salvage Yard in H-I
Acreage 4.93 Land Lot(s) 339, 340, 380-382 District(s) 4 Section(s) 3
Location of Property 324 W. Porter St
(street address, nearest intersections, etc
Reason for requested Special Use: Allow for new business operation
(attach additional statement as necessary)

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

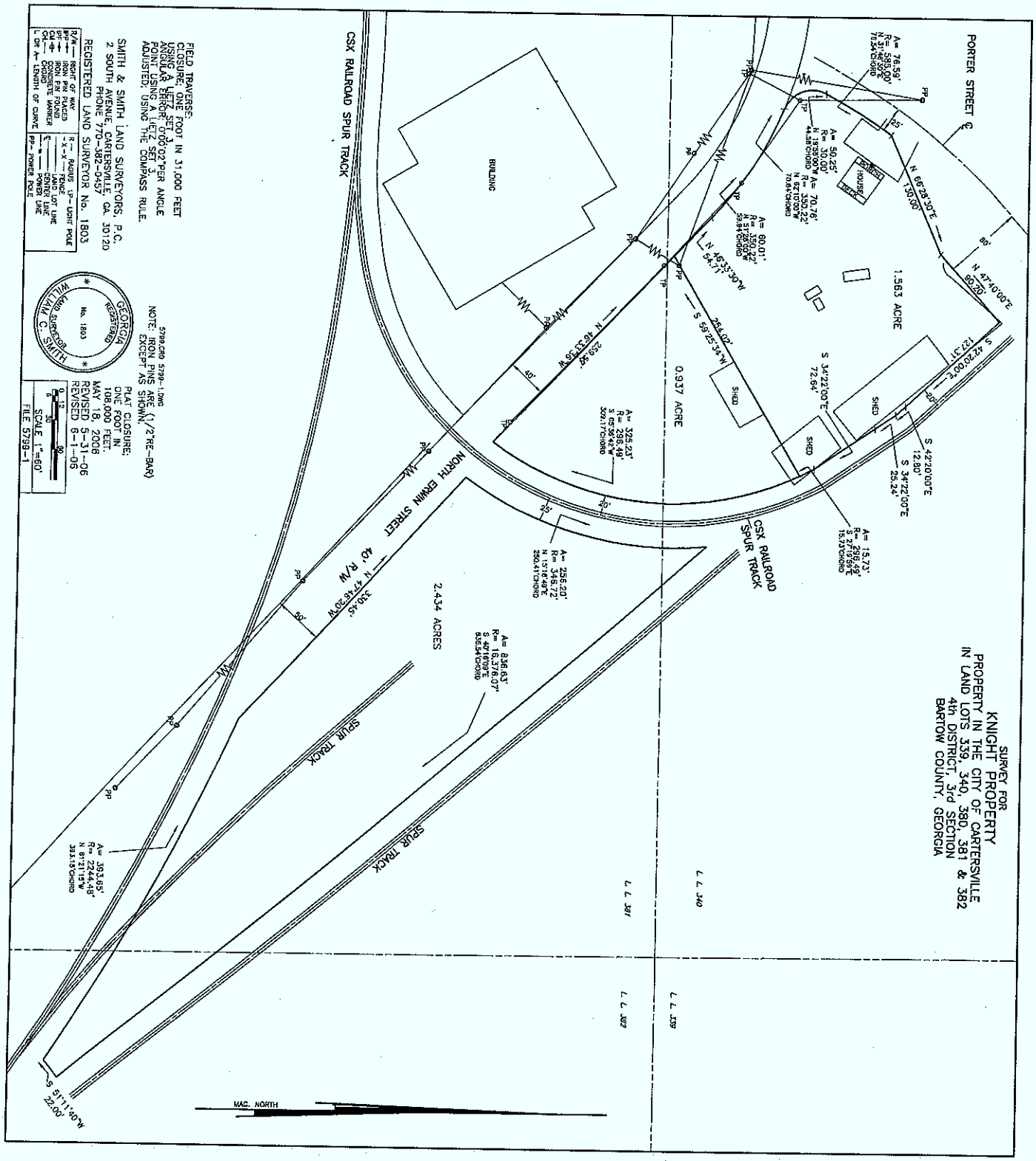
324 W. Porter St - case SU11-01 and V11-04




Cross St
340
381
Porter St
Redcomb Dr
Elwin St
Hughs Pl
North Ave
382
Montgomery St
339
Aiken St
6

324 W. Porter St
case SU11-01




SURVEY FOR
KNIGHT PROPERTY
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOTS 339, 340, 380, 381 & 382
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
PORTER STREET
CSX RAILROAD SPUR TRACK
NORTH ERWIN STREET
40' R/W
1.563 ACRE
0.937 ACRE
2.434 ACRES
BUILDING
HOUSE
SHED
SPUR TRACK
L L 381
L L 340
L L 382
L L 339
MAG. NORTH
FIELD TRAVERSE: CLOSURE: ONE FOOT IN 31,000 FEET
ANGULAR ERROR: 0'00'02"PER ANGLE
POINT USING A LIETZ SET 3.
ADJUSTED: USING THE COMPASS RULE.
SMITH & SMITH LAND SURVEYORS, P.C.
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803
PLAT CLOSURE: ONE FOOT IN 108,000 FEET.
MAY 18, 2006
REVISED 5-31-06
REVISED 6-1-06
SCALE 1"=60'
FILE 5799-1
NOTE: IRON PINS ARE 1/2"RE-BAR) EXCEPT AS SHOWN.
5799.CRD 5799-1.DWG
GEORGIA REGISTERED No. 1803 WILLIAM C. SMITH LAND SURVEYOR

SPECIAL USE JUSTIFICATION

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

For review of a Special Use case, an applicant must state the use applied for and demonstrate that the standards for such use have / will be met:

Use applied for: Salvage Yard

Standard #1: 50 Ft buffer along non-residential, 100 Ft along residential

How Standard #1 has / will be met:

Screening Fence proposed, also variance applied for, case V11-04

Standard #2: Salvage yards shall not stack vehicles or salvage material so as to be visible from any adjoining property or street

How Standard #2 has / will be met:

Screening Fence proposed, plus vehicles or material are not proposed to be stacked in a manner to be visible

Standard #3: salvage yards shall have a minimum lot size of 20 acres

How Standard #3 has / will be met:

Variance applied for, case V11-04

Standard #4:

How Standard #4 has / will be met:

City of Cartersville
PLANNING AND DEVELOPMENT
P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **SU11-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL
(To be completed by Mayor, City Council, and Planning Commission)

Roy Rozanske has made a special use request on the following property: Approximately 4.93 acres located at the intersection of Porter Street and N. Erwin Street in the 4th District, 3rd Section, Land Lots 339, 340, 380, 381, and 382 to allow the use of a salvage yard on the portion of the property zoned H-I (Heavy Industrial).

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

1. A Property interest in any real property affected by a rezoning request.
   Yes_____ No_____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
   Yes _____ No _____
   If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
   Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

_____

TITLE: _____

DATE: _____

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Acceptance Resolutions and Notice of Intent from Georgia Department of Transportation

SubCategory:	Resolutions
Department Name:	
Department Summary Recomendation:	GDOT and FHWA have requested that the City and County sign the attached Notice of Intent and Resolutions in order to make several changes to the State Route System numbering in conjunction with the SR 20 widening project and the US 411 Project EDS-00-0500-00(005). The County has already executed these documents. These are standard resolutions that involve their road inventory and are required by the FHWA so that right-of-way acquisition may proceed. If we do not sign these forms we risk losing Federal funding for transportation projects. Public Works recommends that Council give approval for the Mayor to sign these documents. A brief description of the documents is below: Notice of Intent – this document is notice that GDOT intends to make several changes to the State Route system, mostly involving removing SR designations to concurrent routes and adding them to new routes. There is a map in the package that describes each of the 7 changes. Local State Route Acceptance Resolution – This basically says the City will take the portion of the new alignment of SR 20 that is within the City Limits (Less than ½ mile of new roadway, once it is constructed). Federal Aid Highway Resolution – This resolution covers the same routes as the NOI and LSRAR, but clarifies which routes belong to the National Highway System.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

66(1420R)

NOTICE OF INTENT

OF

THE GEORGIA DEPARTMENT OF TRANSPORTATION

TO THE COMMISSIONERS OF BARTOW COUNTY AND THE MAYOR OF THE CITY OF CARTERSVILLE

WHEREAS, in order to support the movement of interregional and truck traffic from U.S. 41 and U.S. 411 to I-75 in Bartow County, the Georgia Department of Transportation (hereinafter called the Department), is planning to build the U.S. 411 Connector Project in Bartow County and the city of Cartersville under Project EDS-00-0500-00(005); and

WHEREAS, to accommodate preconstruction activities for this project, it will be necessary to temporarily add the projected alignment, as shown on the attached sketch map, to the State Highway System as State Routes 1214 and 1214TA until opened for State Route service; and

WHEREAS, also under Project STP00-0012-01(071), a portion of State Route 20 will be relocated onto new alignment as approved under the Department's Order of the Commissioner 3259; and

WHEREAS, when both Project EDS-00-0500-00(005) and Project STP00-0012-01(071) are opened to State Route service, the Department proposes to designate the new US 411 Connector roadway as State Route 20/U.S. 411 and the existing section of State Route 20 will be removed from the State Highway System as described herein and shown on the attached sketch map; and

WHEREAS, in accordance with the terms stipulated in the attached Local State Route Acceptance Resolution, Bartow County and the City of Cartersville will accept as appropriate for ownership, maintenance, utility accommodation, and as part of their respective road systems, the old section of State Route 20 that will remain open as a public road, as described herein, when removed from the State Highway System; and

WHEREAS, the advancement of this project to construction is contingent upon the execution of the attached Local State Route Acceptance Resolution by the appropriate local officials and the proceeding Order of the Commissioner.

NOW THEREFORE, in the public interest, the Commissioner of the Georgia Department of Transportation, under the authority vested in his pursuant to the laws of the State of Georgia, does hereby serve notice of his intention to approve an Order thirty days from receipt by you of this notice and by which Order that the State Highway System be revised as described in the following paragraphs.

(1) Add to the State Highway and U. S. Route Systems a section of projected alignment as State Route 20/U.S. 411, to be designated as State Route 1214 until opened for State and U. S. Route service, beginning at its intersection with State Routes 3/U.S. 41 and 20/U.S. 411 thus proceeding in an easterly direction on new alignment to its intersection with State Route 61/US 411.

Addition of approximately 4.19 miles (5.02 km) projected.

Continued…

Item # 7

FOR THE CITY OF CARTERSVILLE TO SIGN AND RETURN TO DOT

PAGE TWO OF THREE

(2) Add to the State Highway System a section of projected alignment as State Route 20, to be designated at State Route 1214TA until opened for State Route service, beginning at its intersection with State Routes 61/U.S. 411 and projected 1214 and extending in an easterly direction on new alignment to its point of junction with State Route 20 east of Interstate 75 (State Route 401).

Addition of approximately 3.12 miles (10.94 km) projected.

(3) Redesignate a section of State Route 20 as State Route 20 Connector (when State Routes 1214 and 1214TA are opened for State Route service), beginning at its point of junction with projected State Route 1214TA and extending in a southwesterly direction to the underpass with Interstate 75 (State Route 401) and State Route 20.

No mileage change.

(4) Remove from the State Highway System a section of State Route 20, (when State Routes 1214 and 1214TA are opened for State Route service), beginning at the underpass with State Route 20 and Interstate 75 (State Route 401) and extending in a westerly direction to its junction with State Route 61.

Removal and reversion as appropriate to the County and the City approximately 2.39 miles (3.68 km) existing.

(5) Remove the State Route 20/U.S. 411 designation common with State Route 61/U.S. 411, (when State Routes 1214 and 1214TA are opened for State Route service), beginning at it junction with State Routes 20 and 61/U.S. 411 and extending in a southerly direction to its intersection with State Routes 3/U.S. 41, 20/U.S. 411 and 61.

No mileage change.

(6) Remove the U.S. Route 411 designation common with State Route 61, (when State Routes 1214 and 1214TA are opened for State Route service), beginning at it junction with State Route 20 and extending in a northerly direction to its intersection with State Route 61/U.S. 411 and the projected State Routes 1214 and 1214TA.

No mileage change.

(7) Remove the State Route 20/U.S. 411 designation common with State Route 3/U.S. 41, (when State Routes 1214 and 1214TA are opened for State Route service), beginning at its intersection with State Routes 3/U.S. 41, 20/U.S. 411 and 61 and extending in a westerly direction to its intersection with State Routes 3/U.S. 41, 20/U.S. 411 and the projected 1214.

No mileage change.

Continued…

PAGE THREE OF THREE

The foregoing descriptions are in conformity with sketch map 3527 and plans for Projects EDS 00-0500-00(005) appearing in the files of the Department of which a copy of the sketch map is attached for reference.

This * 27th day of * July, 2009

* Vance C Smith Jr
Vance C. Smith Jr., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: * Kate Bf
Kate Pfirman, Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

The above and foregoing Notice of Intent has been received and service of said notice acknowledged.

This 13th day of April, ~~2009.~~ 2011

Clarence Brown Attest: Kathy Line
Chairman, Bartow County Board of Commissioners
Clerk, Bartow County

This * day of *, 2009.

SIGN HERE

* Attest: *
Mayor, City of Cartersville
Clerk, City of Cartersville

3527
66(1420R)

LOCAL STATE ROUTE ACCEPTANCE RESOLUTION

GEORGIA, Bartow County and the City of Cartersville

WHEREAS, the Commissioners of Bartow County (hereinafter called the County) and Mayor of the City of Cartersville (hereinafter called the City) are being notified that the Georgia Department of Transportation (hereinafter called the Department) intends to relocate a section of State Route 20 in said County and City as described in Notice of Intent 3527 as shown on the sketch map attached thereto; and

WHEREAS, the County and the City will accept as appropriate for ownership, maintenance, utility accommodation, and as part of their local road systems the old section of State Route 20 that will remain open as a public road when removed from the State Highway System, upon completion of the work required by the Department above; and

WHEREAS, upon execution of a forthcoming Order of the Commissioner 3527, the County and the City shall accept title and ownership of the property on the old section of State Route 20 being removed from the State System; and

WHEREAS, the Department shall continue to retain jurisdictional authority and maintenance responsibility on the old section of State Route 20 being removed from the State System until the improvements referenced in Notice 3527 are completed; and

WHEREAS, upon the completion of the road improvements described in said Order, the County and the City shall by operation of law have jurisdictional as well as maintenance and operational authority over the old section of State Route 20 that will remain open as a public road; and

WHEREAS, the advancement of this project to construction is contingent upon the execution of this Resolution.

FOR THE CITY OF CARTERSVILLE TO SIGN AND RETURN TO DOT

Continued…

PAGE TWO OF TWO

NOW, THEREFORE, IT IS RESOLVED that the County and the City will execute this resolution and that a signed copy of this resolution be furnished to the Department.

This_____day of_____, 2009.

_____ _____

Chairman, Bartow County
Board of Commissioners

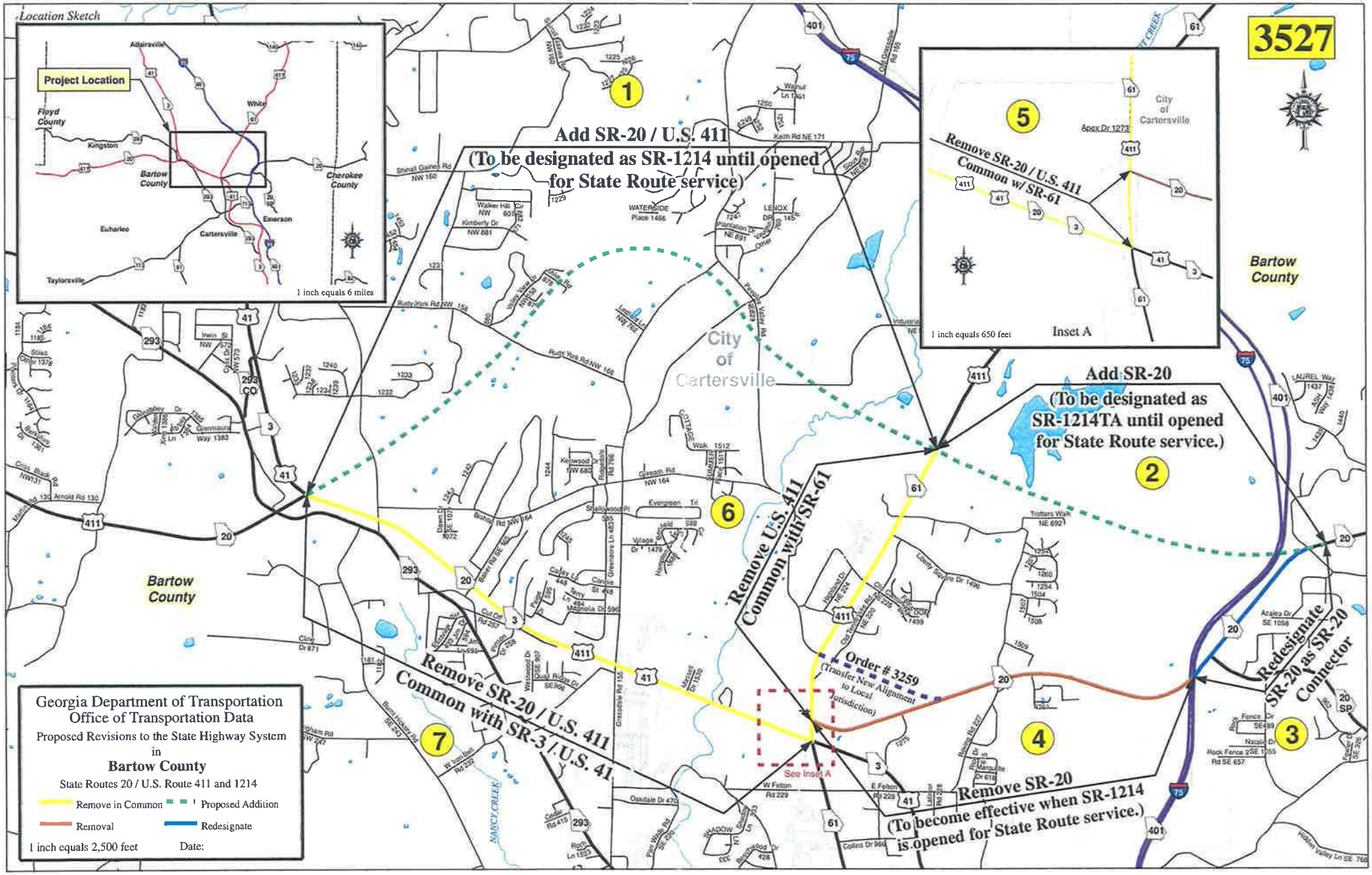
Clerk, Bartow County

This_____day of_____, 2009.

_____ _____

Mayor, City of Cartersville

Clerk, City of Cartersville


Location Sketch
Project Location
Floyd County
Bartow County
Cherokee County
Adairsville
Kingston
White
Euharlee
Cartersville
Emerson
Taylorsville
1 inch equals 6 miles
3527
Add SR-20 / U.S. 411
(To be designated as SR-1214 until opened for State Route service)
1
Inset A
5
Remove SR-20 / U.S. 411
Common w/ SR-61
1 inch equals 650 feet
City of Cartersville
Bartow County
Add SR-20
(To be designated as SR-1214TA until opened for State Route service.)
2
Remove U.S. 411
Common with SR-61
6
Order # 3259
(Transfer New Alignment to Local Jurisdiction)
See Inset A
4
Redesignate SR-20 as SR-20 Connector
3
Remove SR-20 / U.S. 411
Common with SR-3 / U.S. 41
7
Remove SR-20
(To become effective when SR-1214 is opened for State Route service.)
Georgia Department of Transportation
Office of Transportation Data
Proposed Revisions to the State Highway System
in
Bartow County
State Routes 20 / U.S. Route 411 and 1214
Remove in Common
Proposed Addition
Removal
Redesignate
1 inch equals 2,500 feet
Date:

286(049R)

FEDERAL-AID HIGHWAY
RESOLUTION

WHEREAS, the Georgia Department of Transportation intends to request approval from the Federal Highway Administration to revise the National Highway System and the Highway Functional Classification System in the Cartersville Urban Area and Bartow County; and

WHEREAS, these revisions are necessary to reflect the future relocation of State Route 20/U.S. Route 411 north of Cartersville once Project EDS-00-0500-00(005) is opened for State Route service; and

WHEREAS, also under Federal-aid Highway resolution 286(020R), revisions to the National Highway System and the Highway Functional Classification System were approved in order to relocate a portion of State Route 20 under Project STP00-0012-01(071); and

WHEREAS, the Federal Highway Administration requires that revisions to the National Highway System and the Highway Functional Classification System be made by each state acting through its state highway agency and the appropriate local officials or Metropolitan Planning Organization acting in cooperation with each other.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Georgia Department of Transportation take the necessary steps to revise the National Highway System and the Highway Functional Classification System as shown on the attached sketch map numbered 049R, and as described in the following paragraphs:

Continued....

286(049R)

PAGE TWO OF THREE

1. Add to the National Highway System as a Rural Principal Arterial a section of projected alignment, beginning at its intersection with State Routes 3/U.S. 41 and 20/U.S. 411 thus proceeding in an easterly on new alignment to its point of junction with State Route 20 east of Interstate 75 (State Route 401)

   Addition of approximately 7.31 miles (11.76 km.) projected.

2. Remove from the National Highway System and reclassify a section of State Route 20 from a Rural Principal Arterial to a Rural Minor Arterial, beginning at its point of junction with State Route 20 east of Interstate 75 (State Route 401) and extending in a southwesterly direction to the underpass with Interstate 75 (State Route 401) and State Route 20.

   Approximately 1.84 miles (2.96 km).

3. Remove from the National Highway System and reclassify a section of State Route 20 and a section of projected alignment from an Urban Principal Arterial to an Urban Minor Arterial, beginning at its underpass with Interstate 75 (State Route 401) and extending in a westerly direction to its point of junction with State Route 61/U.S. 411.

   Approximately 0.15 mile (0.24 km).

Continued....

286(049R)

PAGE THREE OF THREE

4. Reclassify a section of State Route 61/U.S. 411 from an Urban Principal Arterial to an Urban Minor Arterial, beginning at its intersection with proposed Cartersville Bypass and extending in a southeasterly direction to its intersection with State Routes 3/U.S. 41 and 20/U.S. 411.

   Approximately 2.06 miles (3.31 km).

5. Remove a section of State Routes 3/U.S. 41 and 20/U.S. 411 from the National Highway System, beginning at the junction of State Route 20 with State Route 61/U.S. 411 and extending in a southerly and northwesterly direction to its intersection with the proposed new alignment.

   Approximately 3.35 miles (5.39 km).

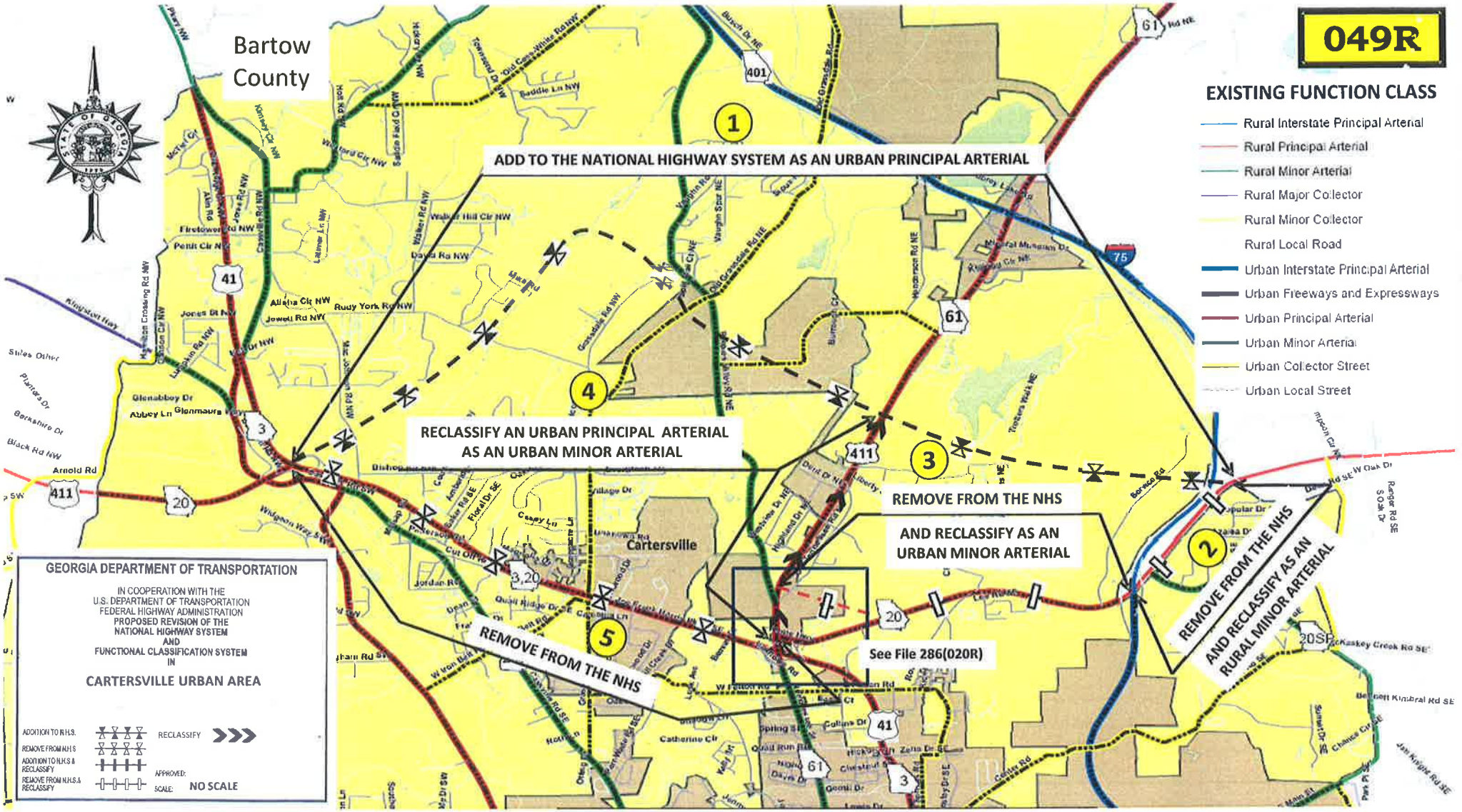
IT IS FURTHER RESOLVED, that a certified copy of this resolution be furnished to the Georgia Department of Transportation.

This _____ day of _____, 2009.

_____ Attest: _____
Mayor, City of Cartersville Clerk, City of Cartersville

This 13th day of April, 2011.

_____ Attest: _____
Chairman, Bartow County Board of Commissioners Clerk, Bartow County


049R
Bartow County
EXISTING FUNCTION CLASS
Rural Interstate Principal Arterial
Rural Principal Arterial
Rural Minor Arterial
Rural Major Collector
Rural Minor Collector
Rural Local Road
Urban Interstate Principal Arterial
Urban Freeways and Expressways
Urban Principal Arterial
Urban Minor Arterial
Urban Collector Street
Urban Local Street
1
ADD TO THE NATIONAL HIGHWAY SYSTEM AS AN URBAN PRINCIPAL ARTERIAL
2
REMOVE FROM THE NHS AND RECLASSIFY AS AN RURAL MINOR ARTERIAL
3
REMOVE FROM THE NHS AND RECLASSIFY AS AN URBAN MINOR ARTERIAL
4
RECLASSIFY AN URBAN PRINCIPAL ARTERIAL AS AN URBAN MINOR ARTERIAL
5
REMOVE FROM THE NHS
See File 286(020R)
Cartersville
GEORGIA DEPARTMENT OF TRANSPORTATION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
PROPOSED REVISION OF THE
NATIONAL HIGHWAY SYSTEM
AND
FUNCTIONAL CLASSIFICATION SYSTEM
IN
CARTERSVILLE URBAN AREA
ADDITION TO N.H.S.
RECLASSIFY
REMOVE FROM N.H.S.
ADDITION TO N.H.S. & RECLASSIFY
REMOVE FROM N.H.S. & RECLASSIFY
APPROVED:
SCALE: NO SCALE

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Approval of School Bonds

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recomendation:	Information from Harry White attached.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Item # 8

K&S Draft: 6/8/11

A JOINT SUPPLEMENTAL RESOLUTION OF THE CITY COUNCIL AND THE CARTERSVILLE SCHOOL BOARD PROVIDING FOR: (1) THE APPROVAL OF THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, PROVIDING FOR THE SALE OF $_____ CITY OF CARTERSVILLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011; (2) THE NAMING OF AN AUTHENTICATING AGENT, BOND REGISTRAR AND PAYING AGENT FOR SAID BONDS; (3) THE ADOPTION OF A FORM TO WHICH SAID BONDS SHALL ADHERE; (4) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS; (5) THE APPROVAL, EXECUTION AND DELIVERY OF THE OFFICIAL STATEMENT RELATING TO SAID BONDS; (6) THE EXECUTION AND DELIVERY OF SAID BONDS; (7) THE REFUNDING OF THE (i) $10,000,000 CITY OF CARTERSVILLE GENERAL OBLIGATION BONDS, SERIES 2001; AND (ii) $6,000,000 CITY OF CARTERSVILLE GENERAL OBLIGATION BONDS, SERIES 2002; AND (8) FOR OTHER RELATED PURPOSES:

WHEREAS, pursuant to a joint resolution duly adopted by the City Council of the City of Cartersville (the "City Council") on December 16, 2010 and the Cartersville School Board (the "School Board") on December 13, 2010, the City Council and the School Board authorized the issuance of not to exceed $16,000,000 in aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds in order to finance the costs of advance refunding the outstanding $10,000,000 in original aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2001 (the "Series 2001 Bonds") and $6,000,000 in original aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2002 (the "Series 2002 Bonds" and, together with the Series 2001 Bonds, the "Refunded Bonds"); and

WHEREAS, pursuant to Article IX, Section V, Paragraph III of the Constitution of the State of Georgia and O.C.G.A. Section 36-82-1(e), the City has the power to refund all or any part of its outstanding bonded indebtedness by the issuance of general obligation refunding bonds pursuant to a resolution adopted by the City Council and School Board without the necessity of conducting a referendum if certain conditions are satisfied; and

WHEREAS, the City and the School Board have received a recommendation from SunTrust Robinson Humphrey, Inc. (the "Underwriter") that because of present market conditions it is advisable, feasible and in the best interest of the School Board that the Refunded Bonds, be advance refunded at this time in order to effect a savings in the debt service requirements on the City's now outstanding bonded indebtedness; and

WHEREAS, in order to carry out the refunding of the Refunded Bonds, the City proposes to enter into an Escrow Deposit Agreement, dated as of June 1, 2011 (the "Escrow Agreement"), with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent ("Escrow Agent"); and

WHEREAS, upon provision having been duly and legally made for the payment of all of the Refunded Bonds, the same shall not constitute debt within the meaning of Article IX, Section V, Paragraph I of the Constitution; and

WHEREAS, the conditions of O.C.G.A. Section 36-82-1(e) will be satisfied in that (i) the term of the hereinafter defined Bonds shall not extend beyond the final maturity date of the Refunded Bonds; (ii) the combined rate of interest borne by the Bonds shall not exceed the combined rate of interest borne by the Refunded Bonds; (iii) the principal amount of the Bonds will only exceed the principal amount of the Refunded Bonds to the extent necessary to effectuate the refunding and to allow the reduction of the total principal and interest requirements over the remaining terms of the Refunded Bonds; and (iv) the proceeds derived from the sale of the Bonds, together with the earnings and increments derived therefrom, will be sufficient to provide for payment of the principal of, interest, and premium, on the Refunded Bonds and shall be deposited in an irrevocable trust fund with the Escrow Agent created for that purpose; and

WHEREAS, the School Board herein authorizes the issuance of $_____ in aggregate principal amount of City of Cartersville (Georgia) General Obligation Refunding Bonds, Series 2011 (the "Bonds"), dated their date of issuance, for the foregoing purpose; and

WHEREAS, the Underwriter has offered to purchase the Bonds pursuant to the terms and rates of interest contained in the Bond Purchase Agreement, dated June __, 2011 (the "Purchase Agreement"), by and among the Underwriter, the City and the School Board; and

WHEREAS, it is necessary, in order to issue and deliver the Bonds, to authorize the execution of the Purchase Agreement providing for the sale of the Bonds by the City to the Underwriter; and

WHEREAS, it is also necessary for the City and the School Board to designate an Authenticating Agent, Bond Registrar and Paying Agent to act in its behalf with respect to the Bonds; and

WHEREAS, prior to the issuance of the Bonds, it becomes necessary to prepare a tax digest and to determine the amount necessary to be raised by a tax on all of the taxable property subject to taxation for school bond purposes in the City for the purpose of paying the principal of and interest on the Bonds coming due in the years 2011 through 2022, inclusive, which tax shall be levied in the current year; and

WHEREAS, it is necessary to adopt a form to which the Bonds shall adhere and to provide for the execution and delivery of the Bonds and other matters in connection with the issuance and delivery of the Bonds; and

WHEREAS, it is necessary to authorize the execution, delivery and performance of a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement");

NOW, THEREFORE, BE IT RESOLVED by the City Council and the School Board, and IT IS HEREBY RESOLVED BY THE AUTHORITY OF THE SAME, as follows:

Section 1. Terms of Bonds; Payment. The Bonds shall be designated as the "City of Cartersville General Obligation Refunding Bonds, Series 2011" and shall be issued in the aggregate principal amount of $_____. The Bonds shall be dated the date of issuance and delivery, shall be issued in the denomination of $5,000 each, or any integral multiple thereof, shall be numbered R-1 upward, shall be payable on November 1 of the year and bear interest payable on May 1 and November 1 of each year, commencing November 1, 2011, at the annual interest rate (based upon a 360-day year comprised of twelve 30-day months) and in the amounts as set forth below:

Maturity	Amount	Interest Rate	Yield

*Indicates yield to call.

The School Board shall deposit the amounts needed to pay the principal of and interest on the Bonds as set forth above with the hereinafter defined Paying Agent on each April 15 or October 15.

There is hereby authorized and directed to be created a special trust fund designated "City of Cartersville Debt Service Account-- Series 2011." Moneys delivered to the Paying Agent by the School Board in accordance with the previous paragraph shall be deposited into such Debt Service Account and held by the Paying Agent separate and apart from all other funds. The Paying Agent shall use the funds deposited into the Debt Service Account to make payments of principal of and interest on the Bonds as the same become due and payable.

The Bonds shall be subject to redemption prior to maturity and have such other terms as provided in the form of Bonds herein authorized.

Section 2. Debt Service Schedule. For the purpose of paying the principal of, and interest on, the Bonds, it is necessary to raise by a tax on all the taxable property in the City subject to taxation for school bond purposes, the sums specified in each of the years as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of Purchase Agreement. The Mayor of the City and the President of the School Board are authorized and directed to execute the Purchase Agreement providing for the sale of the Bonds to the Underwriter in substantially the form attached hereto as Exhibit "B", with such changes, insertions or omissions as may be approved by the Mayor or Mayor Pro-Tem of the City and the President or Vice President of the School Board, and the execution and delivery of the Purchase Agreement by the Mayor or Mayor Pro-Tem of the City and the President or Vice President of the School Board as hereby authorized shall be conclusive evidence of any such approval.

Section 4. Designation of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby designated to act as Authenticating Agent, Bond Registrar and Paying Agent with respect to the Bonds.

Section 5. Preparation of Tax Digest. The Clerk or any other officer of the City or any officer of the School Board is hereby directed to ascertain from the tax returns made to the Tax Commissioner of Bartow County, Georgia and from the tax returns made to the Commissioner of Revenue of the State of Georgia, the total value of all the property in the City subject to taxation for school bond purposes, and to prepare a digest of all such property in a book kept for that purpose.

Section 6. Tax Levy. The City hereby levies an annual tax upon all the property of the City subject to taxation for school bond purposes at such rate as will raise the total amount of principal (including mandatory redemption amounts set forth in the bond form herein contained) and interest specified in each of the years and as set forth in Exhibit "A" attached hereto.

Section 7. Execution of Bonds. The Bonds shall be executed for and on behalf of the City by the manual or duly authorized reproduced facsimile signatures of the Mayor and the corporate seal of the City shall be imprinted or impressed thereon and attested by the manual or duly authorized reproduced facsimile signature of the Clerk. In case any officer whose signature shall be affixed to the Bonds or who shall have sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, the Bonds, nevertheless, shall be valid Bonds of the City and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the City when the Bonds shall be actually delivered.

Section 8. Bond Form. The Bonds, the certificate of validation and the provision for registration shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF CARTERSVILLE

GENERAL OBLIGATION REFUNDING BOND, SERIES 2011

No. R- ___ Dated Date: June _____, 2011 $_____

Maturity Date: November 1, _____ Interest Rate: _____% CUSIP:

KNOW ALL MEN BY THESE PRESENTS: That the City of Cartersville, Georgia (the "City"), hereby acknowledges itself to owe, and for value received hereby promises to pay to

CEDE & CO., as nominee of the Depository Trust Company,

or registered assigns, in lawful money of the United States of America, the principal sum shown above on the date indicated above, unless redeemed prior thereto as hereinafter provided, at the principal corporate trust office of the Bond Registrar and Paying Agent, The Bank of New York Mellon Trust Company, N.A., Atlanta, Georgia (the "Paying Agent" or the "Bond Registrar") and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable November 1, 2011, and semiannually thereafter on the first days of May 1 and November 1 in each year (each an "Interest Payment Date") from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from June ___, 2011, or unless such date is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The principal hereof shall be paid only upon surrender of this bond at the principal corporate trust office of the Paying Agent. The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft, drawn on the Paying Agent, and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. Notwithstanding the foregoing, interest on this bond is payable to any registered owner of more than $1,000,000 in aggregate principal amount of bonds by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date. Interest shall

continue to be so paid until such wire transfer instructions are revoked in writing. Notwithstanding the foregoing, so long as this bond is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of the principal of and interest on this bond shall be made by wire transfer to the Securities Depository, as more fully described herein.

This bond is one of a duly authorized issue of like tenor except as to numbers, denominations, interest rates, dates of maturity and redemption provisions aggregating in principal amount the sum of $_____ (the "bonds"). The proceeds of the sale of the bonds of this issue will be expended only for the purpose of providing funds to (i) refund the outstanding principal amount of $10,000,000 in original principal amount City of Cartersville General Obligation Bonds, Series 2001, (ii) refund the outstanding principal amount of $6,000,000 in original principal amount City of Cartersville General Obligation Bonds, Series 2002, and (iii) issuing the bonds. This bond is authorized by the Constitution and laws of the State of Georgia and by a joint resolution adopted by the City Council of the City of Cartersville (the "City Council") on December 16, 2010 and the Cartersville School Board (the "School Board") on December 13, 2010, as supplemented by a joint supplemental resolution adopted by the City Council and the School Board on June ___, 2011 (collectively, the "Resolution"). Capitalized terms used herein but undefined shall have the meanings assigned to them in the Resolution.

This bond is registrable as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this bond. Upon such registration of transfer a new bond or bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations will be issued to the transferee in exchange therefor.

This bond, upon the surrender thereof at the principal corporate trust office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar executed by the owner or the owner's attorney duly authorized in writing, may, at the option of the owner, be exchanged for an equal aggregate principal amount of bonds of the same maturity, interest rate, aggregate principal amount and tenor of any authorized denomination or denominations, in the manner and subject to the conditions provided in the Resolution.

No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege. The Bond Registrar is not required to transfer or exchange this bond after notice of redemption has been given or for fifteen days prior to the giving of such notice.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

The bonds are being issued by means of a Book-Entry System, with actual bonds immobilized at The Depository Trust Company, New York, New York, or its successor as Securities Depository, evidencing ownership of the bonds in principal amounts of $5,000 or integral multiples thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual bonds are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal, redemption premium (if any) and interest on the bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal, redemption premium (if any) and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption premium (if any) and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The City and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the bonds are no longer registered to a Securities Depository or its nominee, this bond may be registered as transferred only upon the registration books kept for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. In addition, if the bonds are no longer registered to a Securities Depository, this bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the principal corporate trust office of the Bond Registrar for an equal aggregate principal amount of bonds of the same maturity and in any authorized denominations in the manner, subject to the conditions and upon payment of charges, if any, provided in the Resolution.

[The Bonds may be redeemed prior to their respective maturities at the option of the City, either in whole or in part at any time in any year not earlier than November 1, 2017, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

The Bonds maturing on November 1, ____, are subject to mandatory sinking fund redemption in part from time to time prior to maturity on November 1 of the years and in the principal amounts indicated below, without a premium, plus accrued interest to the redemption date (the ____ amount to be paid rather than redeemed):]

Year	Principal Amount

If the bonds are called for optional redemption in part as above provided, then any bonds so called for redemption shall be selected by lot in such manner as may be designated by the Paying Agent.

Upon the date set for redemption and the deposit by the City of sufficient moneys to accomplish such redemption, the bonds called for redemption shall cease to bear interest from and after the redemption date. At least 30 days, but no more than 60 days, before any date upon which any such redemption is to be made, a notice of redemption designating the redemption date and the bonds to be redeemed, shall be mailed, by first class mail, postage paid, to all registered holders of bonds to be redeemed whose addresses shall appear in the registry maintained by the Bond Registrar; but failure to mail any such notice or any defect therein shall not affect the validity of the proceeding for any such redemption for which proper notice was given.

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for school bond purposes located in the City, sufficient to pay the principal of, and the interest on, this bond, in accordance with its terms, and that the total indebtedness of the City, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the Resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

* * *

IN WITNESS WHEREOF, the CITY OF CARTERSVILLE, GEORGIA, has caused this bond to be executed by the duly authorized manual signature of the Mayor and the impression of its corporate seal to be impressed hereon and attested by the duly authorized manual signature of the Clerk.

(CORPORATE SEAL)

By:_____
Mayor

Attest:

_____
Clerk

* * * * *

CERTIFICATE OF AUTHENTICATION

This is one of the bonds described in the within mentioned joint resolution adopted by the City Council of the City of Cartersville (the "City Council") on December 16, 2010 and the Cartersville School Board (the "School Board") on December 13, 2010, as supplemented by a joint supplemental resolution adopted by the City Council and the School Board on June ___, 2011, and is hereby authenticated as of the date of its execution as stated in the bond.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Bond Registrar

By:_____
Authorized Signatory

Date of Authentication:

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF BARTOW

The undersigned Clerk of the Superior Court of Bartow County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of Bartow County, Georgia, on the 5th day of January, 2011, that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual signature and an impression of the seal of the Superior Court of Bartow County, Georgia.

_____
Clerk, Superior Court,
Bartow County, Georgia

(PRINT SEAL)

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

_____

_____

_____

_____

_____

the within bond of the CITY OF CARTERSVILLE and does hereby constitute and appoint _____ attorney to transfer the said bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date:

In the presence of:_____

_____
Bondholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

* * * * *

DTC FAST RIDER

Each such certificate shall remain in the Paying Agent's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Paying Agent and DTC - FAST Agreement.

(END OF FORM OF BOND)

Section 9. Delivery of Bonds. There shall be delivered to or upon the order of the Underwriter in the City of Atlanta, Georgia or at such place or places as the parties may agree, at the earliest possible date, properly executed Bonds in the aggregate principal amount of $_____ in the denomination(s), numbered, maturing and bearing interest as hereinabove set forth.

Upon receipt of the purchase price for the Bonds, the Mayor or his designee is authorized to physically deliver the Bonds to or upon the order of the Underwriter, and the Mayor or his designee is authorized to execute for and on behalf of the City such receipt for the proceeds of the Bonds and such other closing certificates and proofs as may be necessary and proper.

Section 10. Global Form; Securities Depository; Ownership of Bonds.

(a) Whenever the following terms, unless the context shall clearly indicate another of different meaning or intent, shall be construed or used and are intended to have the meanings as follows::

"Agent Member" means a member of, or participant in, the Securities Depository.

"Beneficial Owner" means the owners of a beneficial interest in the Bonds registered in Book-Entry Form.

"Book-Entry Form" or "Book-Entry System" means, with respect to the Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Bonds and bond service charges may be transferred only through book-entry and (b) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

(b) Upon the initial issuance, the ownership of each Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each maturity of the Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (d) of this Section 10, the Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities

Depository selected or approved by the City or to a nominee of such successor Securities Depository.

(c) With respect to Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the City, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, neither the City, the Paying Agent, the Bond Registrar nor their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Bonds;

(ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Bonds; or

(iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Bonds.

So long as any Bonds are registered in Book-Entry Form, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal of, premium, if any, and interest on such series of Bonds;

(ii) giving notices of redemption and other matters with respect to such Bonds;

(iii) registering transfers with respect to such Bonds;

(iv) the selection of Bonds for redemption; and

(v) voting and obtaining consents under this Resolution.

So long as any Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the bond register, and all such payments shall be valid and effective to fully discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent so paid.

(d) If at any time (i) the City determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) if the Securities Depository notifies the City that it is unwilling or unable to continue as Securities Depository with respect to

the Bonds, or (iii) if the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this Section 10 shall no longer be applicable and the City shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Bonds to the owners of the Bonds. Bonds issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Bonds to the persons in whose names such Bonds are so registered on the business day immediately preceding the date of such exchange.

Section 11. Authorization of Official Statements; Deemed Final Certificate; and Continuing Disclosure Agreement. The use and distribution of the Preliminary Official Statement, dated June ___, 2011, pertaining to the Bonds are hereby ratified and approved. The execution, use and distribution of the Official Statement pertaining to the Bonds are authorized and approved, by the City Council and the School Board provided that the Official Statement is in substantially the same form as the Preliminary Official Statement presented at this meeting and on file with the Clerk of the City Council and Secretary of the School Board. The City and the School Board hereby deem the Preliminary Official Statement final, except for "Permitted Omissions," as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"). As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter or bond insurer and other terms of the Bonds and any underlying obligations depending on such matters, all with respect to the Bonds and any underlying obligations. The execution and delivery of the 15c2-12 Certificates required by the Rule are hereby ratified and approved. The execution, delivery and performance of the Continuing Disclosure Agreement attached as Appendix D to the Preliminary Official Statement are hereby authorized and approved. The City and the School Board hereby covenant for the benefit of the owners of the Bonds and the Underwriter to comply with their obligations under the Continuing Disclosure Agreement.

Section 12. Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Bond Registrar shall be deemed to be validly issued hereunder. No Bonds shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Bonds.

Section 13. Transfer and Exchange of Bonds. The Bond Registrar shall cause books for the registration of transfer of the Bonds to be kept. Bonds may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer

executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of any Bond at the principal corporate office of the Bond Registrar, the City shall execute, and the Bond Registrar shall authenticate, and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations ($5,000 or integral multiples thereof), numbered consecutively in order of issuance according to the records of the Bond Registrar.

The Bonds may be exchanged at the principal corporate office of the Bond Registrar for an equal aggregate principal amount of Bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute, and the Bond Registrar shall authenticate and deliver, Bonds which the Bondholder making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such transfers of registration or exchanges of Bonds shall be without charge to the owner of such Bonds, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege. The Bond Registrar is not required to transfer or exchange any Bond after notice of redemption has been given or for fifteen days prior to the giving of such notice.

All Bonds surrendered upon any transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and shall not be reissued. Upon request of the City a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the City.

Section 14. Registered Owners. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 15. Continuing Request. The inclusion of the foregoing provisions shall constitute (i) a continuing request from the City to the Clerk of the Superior Court of Bartow County, unless his signature shall occur by facsimile, to execute the certificate of validation on any replacement Bonds issued pursuant hereto, and (ii) the appointment of the Bond Registrar as agent for the City to do any and all things necessary to affect any replacement, exchange or registration of transfer.

Section 16. Mutilated or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed or lost, the City may cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange or substitution for any such Bond upon, in the case of mutilated Bonds, surrender of such Bonds, or in the case of destroyed or lost Bonds, the owners filing with the City, the Paying Agent and the Bond Registrar evidence satisfactory to

them that such Bond was destroyed or lost and providing indemnity satisfactory to them. If any such Bond shall have matured, instead of issuing a new Bond, the City may pay the same.

Section 17. Waiver of Performance Audit. The waiver of the performance audit or performance review by the School Board with respect to the Bonds as such terms are described in O.C.G.A Section 36-82-100 is hereby authorized and approved.

Section 18. Tax Covenants and Representations. The Bonds are being issued by the City in compliance with the conditions necessary for the interest income on the Bonds to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the City and the School Board that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the City and the School Board hereby covenant with the holders of any Bonds that they will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the tax-exempt status of the interest on the Bonds under Section 103 of the Code as follows:

(a) They will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Bonds under Section 103 of the Code.

(b) They will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the School Board or take or omit to take any action in a way that would cause the Bonds to be (i) "private activity bonds" within the meaning of Section 141 of the Code, (ii) obligations which are "federally guaranteed" within the meaning of Section 149 of the Code or (iii) "hedge bonds" within the meaning of Section 149 of the Code. Without limiting the foregoing, they will not allow 10% or more of the proceeds of the Bonds to be used in the trade or business of any private business and will not loan 5% or more of the proceeds of the Bonds to any nongovernmental units.

(c) They will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the School Board or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, they will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time they are of the opinion that for purposes of this Section it is necessary to rebate arbitrage profits to the Internal Revenue Service or to restrict or to limit the yield on the investment of any moneys held under this resolution, they shall take such action as may be necessary.

Section 19. Application of Bond Proceeds. The net proceeds of the sale of the Bonds shall be used and applied as follows: (a) the amount necessary to refund the Refunded Bonds shall be deposited with the Escrow Agent and in accordance with the Escrow Deposit Agreement and used to refund the Refunded Bonds; and (b) all remaining proceeds shall be used to pay costs of issuance of the Bonds.

Notwithstanding the foregoing, if the City shall determine that a different application of proceeds is required to carry out the purposes of this Resolution, the City shall specify such different application in the authentication order for the Bond.

Section 20. Refunding of the Refunded Bonds. Upon the refunding of the Refunded Bonds, the Refunded Bonds shall not constitute a debt of the City nor count against the constitutional limitation on bonded indebtedness of the City and that portion of the tax levy previously authorized for the purpose of paying the Refunded Bonds should be, and, upon the issuance of the Bonds, will be, rescinded and the Mayor of the City and the President of the School Board be and is hereby authorized and directed to certify same to the Commissioner of Revenue of the State of Georgia.

Section 21. Authorization of Escrow Deposit Agreement. The execution, delivery and performance of the Escrow Deposit Agreement providing for the terms of the refunding of the Refunded Bonds is hereby authorized. The Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit "C", with such changes, insertions or omissions as may be approved by the Mayor or Mayor Pro-Tem of the City and the President or Vice President of the School Board, and the execution and delivery of the Purchase Agreement by the Mayor or Mayor Pro-Tem of the City and the President or Vice President of the School Board as hereby authorized shall be conclusive evidence of any such approval.

Section 22. Approval of Actions of City and School Board. All actions taken by the City and the School Board relating to the authorization and issuance of the Bonds be and the same are hereby ratified, approved and confirmed. Any officer of the City and the School Board is hereby authorized to do any and all things, including, but not limited to making covenants on behalf of the City or the School Board, as appropriate, and to execute any and all documents, including, but not limited to a non-arbitrage certificate, necessary to issue the Bonds and to carry out the transaction contemplated by this resolution.

Section 23. Payments Due on Saturday, Sunday or Holiday. If a payment on the Bonds is due on a Saturday, Sunday or any day that the principal corporate trust office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding business day with the same force and effect as if such payment had been made on the original due date.

Section 24. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this Resolution are hereby repealed.

Section 25. Mayor Pro-Tem; Vice President. In the event that the Mayor is unavailable to sign the documents authorized herein, the Mayor Pro-Tem is hereby authorized and directed to sign all such documents. In the event that the President is unavailable to sign the documents authorized herein, the Vice President is hereby authorized and directed to sign all such documents.

Section 26. 10% Constitutional Debt Limitation. The City and the School Board hereby covenant that the Bonds, when added to all other indebtedness of the City and the School

Board, will be within the applicable 10% constitutional debt limitation imposed by Article IX, Section V, Paragraph I of the Constitution of the State of Georgia.

Section 27. Authorization to Subscribe for Securities. In connection with the refunding of the Refunded Bonds and pursuant to the provisions set forth in the Regulations Governing United States Treasury Certificates of Indebtedness, Treasury Notes, and Treasury Bonds -- State and Local Government Series, 31 C.F.R. Part 344.1, The Bank of New York Mellon Trust Company, N.A., as escrow agent, and SunTrust Robinson Humphrey, Inc. are hereby authorized to subscribe for the purchase of [United States Treasury Obligations, State and Local Government Series], on behalf of the School Board.

ADOPTED AND APPROVED this ____ day of June, 2011.

CARTERSVILLE SCHOOL BOARD

(CORPORATE SEAL)

By:_____
President

Attest:

By:_____
Secretary

CITY OF CARTERSVILLE, GEORGIA

(CORPORATE SEAL)

By:_____
Mayor

Attest:

By:_____
Clerk

K&S Draft: 6/8/11

PAYING AGENT'S ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned officer of The Bank of New York Mellon Trust Company, Paying Agent, Authenticating Agent and Bond Registrar for the $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011 described in the attached Bond Resolution, hereby acknowledges and accepts its duties as are more fully set forth in said Bond Resolution.

This ____ day of June, 2011.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By:_____
Authorized Signatory

K&S Draft: 6/8/11

SECRETARY'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF BARTOW

The undersigned, Secretary of the Cartersville School Board, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a joint supplemental resolution adopted by the Cartersville School Board, in a meeting duly assembled and open to the public at which a quorum was present, on the ____ day of June, 2011, relating to the sale and form of $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011, the original of which has been duly recorded in the Minute Book of said School Board, which is in my custody and control.

GIVEN this the ____ day of June, 2011.

_____
Secretary

(CORPORATE SEAL)

K&S Draft: 6/8/11

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF BARTOW

The undersigned, Clerk of the City of Cartersville, Georgia, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a joint supplemental resolution adopted by the City of Cartersville, Georgia, in a meeting duly assembled and open to the public at which a quorum was present, on the ____ day of June, 2011, relating to the sale and form of $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011, the original of which has been duly recorded in the Minute Book of said City of Cartersville, Georgia, which is in my custody and control.

GIVEN this the ____ day of June, 2011.

_____
Clerk

(CORPORATE SEAL)

K&S Draft: 6/8/11

EXHIBIT "A"

BOND DEBT SERVICE

K&S Draft: 6/8/11

EXHIBIT "B"

[BOND PURCHASE AGREEMENT]

EXHIBIT “C”
[Escrow Deposit Agreement]

K&S DRAFT
06/09/2011

$_____
CITY OF CARTERSVILLE (GEORGIA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011

BOND PURCHASE AGREEMENT

June __, 2011

City of Cartersville, Georgia
Cartersville, Georgia

Cartersville School District
Cartersville, Georgia

To the Addresses:

On the basis of the representations, warranties, and covenants contained in this Bond Purchase Agreement, and upon the terms and conditions contained in this Bond Purchase Agreement, the undersigned, SunTrust Robinson Humphrey, Inc. (the "Underwriter"), hereby offers to purchase from the City of Cartersville, Georgia (the "City"), $_____ in aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2011 (the "Bonds"), and hereby offers to enter into this Bond Purchase Agreement with the City and the Cartersville School District (the "School District"), which will become binding upon the City, the School District and upon the Underwriter upon the City's and School District's validly authorized acceptance by execution of this Bond Purchase Agreement and their delivery to the Underwriter at or prior to 10:00 p.m., Atlanta, Georgia time, on June __, 2011.

SECTION 1. BACKGROUND.

Pursuant to a joint resolution of the City Council of the City of Cartersville and the School District, acting by and through the Board of Education, adopted by the School District on December 13, 2010 and by the City Council of the City of Cartersville on December 16, 2010, as supplemented on [_____, 2011] (collectively, the "Bond Resolution"), at a meeting duly called and held, the School District and the City authorized the issuance, delivery, and sale of the Bonds by the City. Also pursuant to the Bond Resolution, all property located within the corporate limits of the City which is subject to taxation for general obligation school bond purposes will be subject to the levy of an ad valorem tax, unlimited as to rate or amount, to pay the principal of and interest on the Bonds as the same becomes due.

The proceeds of the sale of the Bonds, after payment of the costs of issuing the Bonds, will be used by the City to pay the costs of advance refunding the City's (a) General Obligation Bonds, Series 2001 (the "Series 2001 Bonds"), and (b) General Obligation Bonds, Series 2002 (the "Series 2002 Bonds" and together with the 2001 Bonds, the "Refunded Bonds"), and (c) paying the costs of issuance related thereto. To accomplish the refunding of the Refunded Bonds, the City will deposit a portion of the

proceeds of the Bonds with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"), pursuant to the terms of an Escrow Deposit Agreement, dated as of June 1, 2011 (the "Escrow Agreement") between the City, the School District and the Escrow Agent.

The Bonds will constitute valid and legally binding general obligations of the City payable, as to both principal and interest, from ad valorem taxes levied, without limitation as to rate or amount, upon all taxable property within the corporate limits of the City subject to taxation for school bond purposes. The Bonds are also payable from any state appropriation to which the City or the School District may be entitled, which the State of Georgia Board of Education has been authorized to withhold from the City and the School District and transfer to The Bank of New York Mellon Trust Company, N.A., as paying agent under certain circumstances

With the consent of the City and the School District, the Underwriter has distributed a Preliminary Official Statement dated June 10, 2011 (the "Preliminary Official Statement"), relating to the Bonds, in connection with the marketing of the Bonds. The Bonds will be offered for sale by the Underwriter pursuant to a definitive Official Statement, to be dated June __, 2011 (the "Official Statement"), relating to the Bonds.

The City and the School District will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement (the "Disclosure Agreement"), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

The Bonds will mature in the amounts and on the dates and bear interest at the rates set forth in Exhibit A hereto.

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Bond Resolution.

SECTION 2. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE CITY.

By the City's acceptance hereof it hereby represents and warrants to, and covenants and agrees with, the Underwriter that:

(a) It is a political subdivision of the State of Georgia duly created and validly existing under the Constitution and laws of the State of Georgia. It is authorized by virtue of the laws of the State of Georgia to issue the Bonds to provide funds to be used to pay the costs of advance refunding the Refunded Bonds and to pay all expenses necessary to accomplish the foregoing, to execute and deliver the Official Statement, and to enter into and execute, deliver, and perform the Disclosure Agreement, the Escrow Agreement and this Bond Purchase Agreement.

(b) It has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Bond Purchase Agreement, the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement and any and all other agreements relating thereto and to issue, sell, and deliver the Bonds to the Underwriter on behalf of the City as provided herein, subject to the Bonds being validated by the Superior Court of Bartow County, Georgia.

(c) By the Bond Resolution duly adopted by it at a meeting duly called and held, it has duly and validly authorized the issuance and sale of the Bonds and the execution and delivery of the Disclosure

Agreement, the Escrow Agreement, this Bond Purchase Agreement, and any other agreements relating thereto.

(d) The information contained in the Preliminary Official Statement and in the Official Statement relating to the City, and in any amendment or supplement that may be authorized for use by the City with respect to the Bonds, including the information contained in Appendix B, is, and as of the Closing Time (as hereinafter defined) and the End of the Underwriting Period (as determined in Section 10 hereof) will be, complete, accurate, true, and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading. The City has reviewed the Official Statement and consents to the use of the Official Statement by the Underwriter to offer and sell the Bonds.

(e) It has duly and validly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution, (2) the passage and approval of the Bond Resolution providing for the issuance of the Bonds and appointing The Bank of New York Mellon Trust Company, N.A. as paying agent and bond registrar for the Bonds, (3) the execution, delivery, receipt, and due performance of this Bond Purchase Agreement, the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, or received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolution, (4) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Mayor or other authorized official of the City, and (5) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, and the Official Statement. This Bond Purchase Agreement, when executed by the other parties hereto, will have been duly and validly executed and delivered by the City, will be in full force and effect as to the City, and will constitute the legal, valid, binding, and enforceable obligation of the City, enforceable in accordance with its terms. The Bonds, when issued, delivered, and paid for as herein and in the Bond Resolution provided, will have been duly and validly authorized and issued and will constitute valid and binding general obligations of the City enforceable in accordance with their terms and provisions, and all taxable property within the corporate limits of the City subject to taxation for school bond purposes will be subject to ad valorem taxation, without limitation as to rate or amount, to pay the principal of and interest on the Bonds. Original executed counterparts of this Bond Purchase Agreement, the Escrow Agreement and the Disclosure Agreement, certified copies of the Bond Resolution and ten (10) manually executed counterparts of the Official Statement will be delivered to the Underwriter by the City and the School District at the Closing Time (as hereinafter defined).

(f) Except as set forth in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City (or to its knowledge, after making due inquiry with respect thereto, any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Official Statement, the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds, or the validity of the Bonds, this Bond Purchase Agreement, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, or any other agreement or instrument to which the City is a party or by which the City is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or which might result in any material adverse change in the operations, properties, assets, liabilities, or condition (financial or other) of the City, or which affects the information contained in the Official Statement.

(g) The City is not in material violation of its organic documents or any existing law and is not in violation of any material provision of or in breach of or default under any court or administrative regulation, decree, judgment, order in any proceeding in which the City was a party, or any agreement, note, resolution, ordinance, indenture, mortgage, security deed, lease, indebtedness, lien, instrument, plan, or other restriction to which it is a party or by which it or its property is subject or bound, which materially and adversely affects the transactions contemplated hereby and by the Official Statement or the operations, properties, assets, liabilities, or condition (financial or other) of the City. The consent to the use of the Official Statement, the adoption of the Bond Resolution, and the execution and delivery of this Bond Purchase Agreement, the Bonds, the Disclosure Agreement, the Escrow Agreement, and the other agreements contemplated hereby and by the Bond Resolution and the compliance with the provisions thereof will not conflict with or violate or constitute on the City's part a breach of or a default under any of the restrictions described in the first sentence of this Section 2(g). No approval, authorization, consent, or other action by any governmental authority is required in connection with the execution and delivery by the City of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, or this Bond Purchase Agreement, or in connection with the performance by it of its obligations hereunder or thereunder, which has not been previously obtained or accomplished.

(h) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Bond Resolution or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(i) Any certificate signed by any of the City's authorized officials and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter under this Bond Purchase Agreement as to the statements made therein.

(j) The City will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter shall designate; provided, however, the City shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction.

(k) The City will notify the Underwriter for the period from the date hereof until the expiration of 90 days after the End of the Underwriting Period (as determined in Section 10 hereof) of any material adverse change in the operations, properties, or condition (financial or other) of the City, and of any event which occurs and comes to the City's attention, which event materially and adversely affects the City or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and, if in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order to make the statements therein made true and not misleading or to make the Official Statement comply with any applicable state securities law in connection with the offering of the Bonds, such change shall be made, and the corrected information shall be supplied to the Underwriter in sufficient quantity for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the City shall furnish to the Underwriter such legal opinions, certificates, instruments, and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Bond Purchase Agreement shall refer to such corrected information.

(l) Prior to the execution of this Bond Purchase Agreement, the City delivered to the Underwriter copies of the Preliminary Official Statement which the City "deemed final" as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12. Except as disclosed in the Official Statement, there have been no instances in the previous five years in which the City failed to comply, in any material respects, with any previous undertakings in a written contract or agreement specified in Rule 15c2-12(b)(5)(i).

(m) To the best knowledge of the City, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia, which would materially and adversely affect the transactions contemplated by the Official Statement.

(n) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, (1) the City has not incurred and shall not have incurred any material liabilities or obligations, direct or contingent, except in the ordinary course of business, and has not entered and will not have entered into any material transaction not in the ordinary course of business, (2) there has not been and will not have been any increase in the long-term debt or decrease in the fund balance of the General Fund of the City, (3) there has not been and will not have been any material adverse change in the business or the financial position or results of operations of the City, (4) no loss or damage (whether or not insured) to the property of the City has been or will have been sustained which materially and adversely affects the operations of the City, and (5) no legal or governmental proceeding affecting the City or the transactions contemplated by this Bond Purchase Agreement has been or will have been instituted or threatened which is material.

(o) The City will furnish to the Underwriter, upon request, for so long as the Bonds remain outstanding, annual audited financial statements of the City as soon as such financial statements become available.

(p) The City acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the City to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

SECTION 3. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE SCHOOL DISTRICT.

By the School District's acceptance hereof it hereby represents and warrants to, and covenants and agrees with, the Underwriter that:

(a) It is a political subdivision duly created and validly existing under the Constitution and laws of the State of Georgia. It is authorized by virtue of the laws of the State of Georgia to execute and deliver the Official Statement, and to enter into and execute, deliver, and perform the Disclosure Agreement, the Escrow Agreement and this Bond Purchase Agreement.

(b) It has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Bond Purchase Agreement, the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement and any and all other agreements relating thereto.

(c) By the Bond Resolution duly adopted by it at a meeting duly called and held, it has duly and validly authorized the issuance and sale of the Bonds by the City on its behalf and the execution and delivery of the Disclosure Agreement, the Escrow Agreement, this Bond Purchase Agreement, and any other agreements relating thereto.

(d) The information contained in the Preliminary Official Statement and in the Official Statement relating to the School District, and in any amendment or supplement that may be authorized for use by the School District with respect to the Bonds, including the information contained in Appendix A, is, and as of the Closing Time (as hereinafter defined) and the End of the Underwriting Period (as determined in Section 10 hereof) will be, complete, accurate, true, and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading. The School District has reviewed the Official Statement and consents to the use of the Official Statement by the Underwriter to offer and sell the Bonds.

(e) It has duly and validly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds by the City on behalf of the School District upon the terms set forth herein and in the Bond Resolution, (2) the passage and approval of the Bond Resolution providing for the issuance of the Bonds and appointing The Bank of New York Mellon Trust Company, N.A. as paying agent and bond registrar for the Bonds, (3) the execution, delivery, receipt, and due performance of this Bond Purchase Agreement, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, or received by the School District in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolution, (4) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Chairman or other authorized official of the School District, and (5) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, and the Official Statement. This Bond Purchase Agreement, when executed by the other parties hereto, will have been duly and validly executed and delivered by the School District, will be in full force and effect as to the School District, and will constitute the legal, valid, binding, and enforceable obligation of the School District, enforceable in accordance with its terms. Original executed counterparts of this Bond Purchase Agreement, the Escrow Agreement and the Disclosure Agreement, certified copies of the Bond Resolution and ten (10) manually executed counterparts of the Official Statement will be delivered to the Underwriter by the School District and the School District at the Closing Time (as hereinafter defined).

(f) Except as set forth in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the School District, after making due inquiry with respect thereto, threatened against or affecting the School District (or to its knowledge, after making due inquiry with respect thereto, any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Official Statement, the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds, or the validity of the Bonds, this Bond Purchase Agreement, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, or any other agreement or instrument to which the School District is a party or by which the School District is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or which might result in any material adverse change in the operations, properties, assets, liabilities, or condition (financial or other) of the School District, or which affects the information contained in the Official Statement.

(g) The School District is not in material violation of its organic documents or any existing law and is not in violation of any material provision of or in breach of or default under any court or administrative regulation, decree, judgment, order in any proceeding in which the School District was a party, or any agreement, note, resolution, ordinance, indenture, mortgage, security deed, lease, indebtedness, lien, instrument, plan, or other restriction to which it is a party or by which it or its property is subject or bound, which materially and adversely affects the transactions contemplated hereby and by the Official Statement or the operations, properties, assets, liabilities, or condition (financial or other) of the School District. The consent to the use of the Official Statement, the adoption of the Bond Resolution, and the execution and delivery of this Bond Purchase Agreement, the Bonds, the Disclosure Agreement, the Escrow Agreement, and the other agreements contemplated hereby and by the Bond Resolution and the compliance with the provisions thereof will not conflict with or violate or constitute on the School District's part a breach of or a default under any of the restrictions described in the first sentence of this Section 3(g). No approval, authorization, consent, or other action by any governmental authority is required in connection with the execution and delivery by the School District of the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, or this Bond Purchase Agreement, or in connection with the performance by it of its obligations hereunder or thereunder, which has not been previously obtained or accomplished.

(h) The School District will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Bond Resolution or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(i) Any certificate signed by any of the School District's authorized officials and delivered to the Underwriter shall be deemed a representation and warranty by the School District to the Underwriter under this Bond Purchase Agreement as to the statements made therein.

(j) The School District will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter shall designate; provided, however, the School District shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction.

(k) The School District will notify the Underwriter for the period from the date hereof until the expiration of 90 days after the End of the Underwriting Period (as determined in Section 10 hereof) of any material adverse change in the operations, properties, or condition (financial or other) of the School District, and of any event which occurs and comes to the School District's attention, which event materially and adversely affects the School District or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and, if in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order to make the statements therein made true and not misleading or to make the Official Statement comply with any applicable state securities law in connection with the offering of the Bonds, such change shall be made, and the corrected information shall be supplied to the Underwriter in sufficient quantity for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the School District shall furnish to the Underwriter such legal opinions, certificates, instruments, and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Bond Purchase Agreement shall refer to such corrected information.

(l) Prior to the execution of this Bond Purchase Agreement, the School District delivered to the Underwriter copies of the Preliminary Official Statement which the School District "deemed final" as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12. Except as disclosed in the Official Statement, there have been no instances in the previous five years in which the School District failed to comply, in any material respects, with any previous undertakings in a written contract or agreement specified in Rule 15c2-12(b)(5)(i).

(m) To the best knowledge of the School District, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia, which would materially and adversely affect the transactions contemplated by the Official Statement.

(n) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, (1) the School District has not incurred and shall not have incurred any material liabilities or obligations, direct or contingent, except in the ordinary course of business, and has not entered and will not have entered into any material transaction not in the ordinary course of business, (2) there has not been and will not have been any increase in the long-term debt or decrease in the fund balance of the General Fund of the School District, (3) there has not been and will not have been any material adverse change in the business or the financial position or results of operations of the School District, (4) no loss or damage (whether or not insured) to the property of the School District has been or will have been sustained which materially and adversely affects the operations of the School District, and (5) no legal or governmental proceeding affecting the School District or the transactions contemplated by this Bond Purchase Agreement has been or will have been instituted or threatened which is material.

(o) The School District will furnish to the Underwriter, upon request, for so long as the Bonds remain outstanding, annual audited financial statements of the School District as soon as such financial statements become available.

(p) The School District acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the School District to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

SECTION 4. PURCHASE, SALE, AND DELIVERY OF THE BONDS.

On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the City at the Closing Time and the City hereby agrees to sell to the Underwriter at the Closing Time, the Bonds at a purchase price of $_____ (which purchase price is equal to the original aggregate principal amount of the Bonds of $_____, plus a net original issue premium equal to $_____ and less the Underwriter's discount equal to $_____). The Underwriter, in its discretion, may permit other securities dealers who are members of the National Association of Securities Dealers, Inc. to assist in selling the Bonds. If the Underwriter permits other securities dealers who are members of the National Association of Securities Dealers, Inc. to assist in selling the Bonds, the Underwriter shall enter into a selected dealers agreement or selling agreement with such other securities dealers.

The Bonds shall be issued under the Bond Resolution, and the Bonds shall have the maturities and interest rates, be subject to redemption, and shall be otherwise as described and as set forth in the Bond Resolution and the Official Statement.

Payment of the purchase price for the Bonds shall be made by wire or check in immediately available funds payable to the order of the City at the offices of King & Spalding LLP, Atlanta, Georgia, at 10:00 a.m., local time, on June 29, 2011, or such other place, time, or date as shall be mutually agreed upon by the City, the School District and the Underwriter, against delivery of the Bonds to the Underwriter or the persons designated by the Underwriter. The date of such delivery and payment for the Bonds is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time." The delivery of the Bonds shall be made in definitive form bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) and registered in the name(s) of such owner(s) as the Underwriter shall designate to the City, at least forty-eight (48) hours prior to the Closing Time. The Bonds shall be available for examination and packaging at the offices of The Depository Trust Company in New York, New York by the Underwriter or its representative at least twenty-four (24) hours prior to the Closing Time and at the Closing Time shall be delivered to the Underwriter or the persons designated by the Underwriter.

SECTION 5. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS.

The Underwriter's obligations hereunder shall be subject to the due performance in all material respects by the City and the School District of their obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with in all material respects its representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to receipt of the following evidence and documents and satisfaction of the following conditions, as appropriate, at or prior to the Closing Time:

(a) The Bonds, the Bond Resolution, the Disclosure Agreement and the Escrow Agreement shall have been duly authorized, executed, and delivered by the respective parties thereto in the forms heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the parties thereto and the Underwriter, and shall be in full force and effect on the Closing Date.

(b) There shall not have occurred, in the sole opinion of the Underwriter, any material adverse change, or any material adverse development involving a prospective change, in or affecting the business, condition (financial or other), results of operations, prospects, or properties of the City or the School District.

(c) At or before the Closing Time, the Underwriter shall receive:

(1) The opinions, dated as of the Closing Date, of (A) White, Choate & Watkins, LLC, counsel to the City, in substantially the form attached hereto as Exhibit B, (B) King & Spalding LLP, Bond Counsel, in substantially the forms attached to the Preliminary Official Statement as Appendix C and hereto as Exhibit C, (C) King & Spalding LLP, Disclosure, in substantially the form attached hereto as Exhibit D, and (D) White, Choate & Watkins, LLC, counsel to the School District, in substantially the form attached hereto as Exhibit E, all as may be in form and substance satisfactory to, and approved by the Underwriter.

(2) A closing certificate of the City, satisfactory in form and substance to the Underwriter, executed by the Mayor of the City, attested by the Clerk of the City, or of any other of the City's duly authorized officials satisfactory to the Underwriter, dated as of the Closing

Date, to the effect that: (A) the City has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein have not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing Time, (B) the City has duly authorized, by all necessary action, the execution, delivery, receipt, and due performance of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement this Bond Purchase Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, received, and performed by the City to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolution and the Official Statement, (C) there is no action, suit, proceeding, or any inquiry or investigation at law or in equity or before or by any public board or body pending or, to its knowledge after making due inquiry with respect thereto, threatened against or affecting the City or its property or, to its knowledge after making due inquiry with respect thereto, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Bond Resolution or the validity or enforceability of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement or this Bond Purchase Agreement, which have not been previously disclosed in writing to the Underwriter and which is not disclosed in the Official Statement, (D) all information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to the City, including the information contained in Appendix B, were, as of the respective dates thereof and are as of the Closing Date, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, (E) the execution, delivery, receipt, and due performance of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, this Bond Purchase Agreement, and the other agreements contemplated hereby and by the Bond Resolution and the Official Statement under the circumstances contemplated hereby and thereby and the City's compliance with the provisions thereof will not conflict with or be in violation of the City's organic documents or any existing law or court or administrative regulation, rule, decree, or order or conflict with or constitute on the City's part a breach of or a default under any agreement, note, indenture, mortgage, security deed, resolution, ordinance, lease, indebtedness, lien, plan, instrument, or other restriction to which the City is subject or by which the City is or may be bound, and (F) since the date hereof there has not been any material adverse change in the business, properties, financial position, or results of operations of the City, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement, and except in the ordinary course of business, the City has not suffered or incurred any material liability, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(2) A closing certificate of the School District, satisfactory in form and substance to the Underwriter, executed by the Chairman of the Board of Education of School District, attested by the Secretary of the Board of Education of the School District, or of any other of the School District's duly authorized officials satisfactory to the Underwriter, dated as of the Closing Date, to the effect that: (A) the School District has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein have not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing Time, (B) the School District has duly authorized, by all necessary action, the execution, delivery, receipt, and due performance of the Bond Resolution, the Disclosure Agreement, the Escrow Agreement this Bond Purchase Agreement, and any and

all such other agreements and documents as may be required to be executed, delivered, received, and performed by the School District to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolution and the Official Statement, (C) there is no action, suit, proceeding, or any inquiry or investigation at law or in equity or before or by any public board or body pending or, to its knowledge after making due inquiry with respect thereto, threatened against or affecting the School District or its property or, to its knowledge after making due inquiry with respect thereto, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Bond Resolution or the validity or enforceability of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement or this Bond Purchase Agreement, which have not been previously disclosed in writing to the Underwriter and which is not disclosed in the Official Statement, (D) all information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to the School District, including the information contained in Appendix A, were, as of the respective dates thereof and are as of the Closing Date, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, (E) the execution, delivery, receipt, and due performance of the Bond Resolution, the Disclosure Agreement, the Escrow Agreement, this Bond Purchase Agreement, and the other agreements contemplated hereby and by the Bond Resolution and the Official Statement under the circumstances contemplated hereby and thereby and the School District's compliance with the provisions thereof will not conflict with or be in violation of the School District's organic documents or any existing law or court or administrative regulation, rule, decree, or order or conflict with or constitute on the School District's part a breach of or a default under any agreement, note, indenture, mortgage, security deed, resolution, ordinance, lease, indebtedness, lien, plan, instrument, or other restriction to which the School District is subject or by which the School District is or may be bound, and (F) since the date hereof there has not been any material adverse change in the business, properties, financial position, or results of operations of the School District, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement, and except in the ordinary course of business, the School District has not suffered or incurred any material liability, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(4) Letter confirming the [_____] rating of Moody's Investors Service, Inc. with respect to the Bonds.

(5) A copy of the Official Statement duly executed by the City and the School District.

(6) Certificates of the City and the School District dated the date of the Preliminary Official Statement, deeming the Preliminary Official Statement to be final for purposes of Rule 15c2-12 other than the information permitted to be omitted therefrom under such Rule.

(7) A copy of the Bond Resolution, certified as true and correct by the Clerk, or Assistant Clerk of the City and the Secretary or Assistant Secretary of the Board of Education.

(8) A transcript of the validation proceedings relating to the Bonds held in the Superior Court of Bartow County, Georgia, certified by the Clerk or Deputy Clerk of the Superior Court of Bartow County.

(9) Fully executed copies of the Escrow Deposit Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement.

(10) Such additional certificates and other documents, agreements, and opinions as the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolution and the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All opinions shall be addressed to the Underwriter, and may also be addressed to such other parties as the giver of such opinion agrees to. All certificates, if addressed to any party, shall also be addressed to the Underwriter. All such opinions, letters, certificates, and documents shall be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Underwriter, as to which the Underwriter shall act reasonably. If any condition of the Underwriter's obligations hereunder to be satisfied prior to the Closing Time is not so satisfied, this Bond Purchase Agreement may be terminated by the Underwriter by notice in writing or by telegram to the City and the School District. The Underwriter may waive in writing compliance by the City of any one or more of the foregoing conditions or extend the time for their performance.

SECTION 6. THE UNDERWRITER'S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel the Underwriter's obligations hereunder (and such cancellation shall not constitute a default of the Underwriter for purposes of this Bond Purchase Agreement) by notifying the City and the School District in writing or by telegram of its election so to do between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States of America (the "United States") shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation, or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in or proposes the imposition of federal income taxation, upon revenues or other income of the general character to be derived by state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Bonds, which, in the Underwriter's sole opinion, materially and adversely affects the market price of the Bonds.

(b) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted or imposed by any governmental body, department, or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Underwriter's sole opinion, materially and adversely affects the market price of the Bonds.

(c) A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general

character of the Bonds, or the issuance, offering, or sale of the Bonds, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws, including without limitation the registration provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect.

(d) Legislation shall be introduced by amendment or otherwise in, or be enacted by, the Congress of the United States, or a decision by a court of the United States shall be rendered to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Bond Resolution is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Official Statement.

(e) Any event shall have occurred, or information becomes known, which, in the Underwriter's sole opinion, makes untrue in any material respect any statement or information furnished to the Underwriter by the City or the School District for use in connection with the marketing of the Bonds or any material statement or information contained in the Preliminary Official Statement or the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that the City and the School District shall be granted a reasonable amount of time in which to cure any such untrue or misleading statement or information.

(f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or a change to the net capital requirements of, the Underwriter.

(h) A general banking moratorium shall have been established by federal, New York, or Georgia authorities.

(i) A default has occurred with respect to the obligations of, or proceedings have been instituted under the federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city or county located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city, county, or state.

(j) Any proceeding shall be pending, or to the knowledge of the Underwriter, threatened, to restrain, enjoin, or otherwise prohibit the issuance, sale, or delivery of the Bonds by the City or the purchase, offering, sale, or distribution of the Bonds by the Underwriter, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of the National Association of Securities Dealers, Inc. relating to the issuance, sale, or delivery of the Bonds by the City or the purchase, offering, sale, or distribution of the Bonds by the Underwriter.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the

effective operation of government or the financial community shall have occurred, which, in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds.

(l) Moody's Investors Service, Inc. shall withdraw its [_____] rating on the Bonds prior to the Closing Time.

SECTION 7. CONDITIONS OF THE CITY'S AND THE SCHOOL DISTRICT'S OBLIGATIONS.

The City's and the School District's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder. The Underwriter represents that it is duly authorized to execute and deliver this Bond Purchase Agreement and that upon execution and delivery of this Bond Purchase Agreement by the other parties hereto, this Bond Purchase Agreement shall constitute a legal, valid, and binding agreement of the Underwriter enforceable in accordance with its terms. The City and the School District covenant to use their best efforts to accomplish, or cause to be accomplished, the conditions set forth herein to the Underwriter's obligations. To the extent to which the City are the School District are not in breach of this covenant, the City and the School District shall not be liable to the Underwriter for its lost profits, if any.

SECTION 8. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS TO SURVIVE DELIVERY.

All of the City's and the School District's representations, warranties, and agreements shall remain operative and in full force and effect (unless expressly waived in writing by the Underwriter), regardless of any investigations made by the Underwriter or on its behalf, and shall survive delivery of the Bonds to the Underwriter and the resale by the Underwriter of the Bonds.

SECTION 9. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold by the City, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's and the School District's obligations hereunder. Unless the City, the School District and the Underwriter otherwise agree, all costs incurred in connection with the issuance or attempted issuance of the Bonds and all expenses and costs to effect the authorization, preparation, issuance, delivery, distribution, and sale of the Bonds (including, without limitation, attorneys' and accountants' fees, bond registrar's and paying agent's fees, rating agency fees and the expenses and costs for the preparation, printing, photocopying, execution, and delivery of the Bonds, the Bond Resolution, this Bond Purchase Agreement, the Escrow Agreement, the Disclosure Agreement, the Preliminary Official Statement and any amendments or supplements thereto, the Official Statement and any amendments or supplements thereto, and all other agreements and documents contemplated hereby) shall be paid by the City and the School District out of the proceeds of the Bonds or, if the Bonds are not sold by the City or if the proceeds of the Bonds are not sufficient, shall be paid by the City and the School District.

SECTION 10. DELIVERY AND USE OF OFFICIAL STATEMENT.

The City and the School District authorize the use and distribution of, and will make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriter in connection with the sale of the Bonds.

The City and the School District shall deliver, or cause to be delivered, to the Underwriter copies of the Preliminary Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934.

The City and the School District shall deliver, or cause to be delivered, to the Underwriter copies of the final Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(4) promulgated under the Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board, upon the earlier of (1) seven (7) business days after this Bond Purchase Agreement is executed and delivered or (2) the date which will allow such final Official Statement to accompany any confirmation that requests payment from any customer.

The Underwriter shall promptly notify the City and the School District in writing of (a) the date which, in its opinion, is the "end of the underwriting period" within the meaning of Rule 15c2-12(e)(2) ("End of the Underwriting Period") and (b) whether the Underwriter delivered the Official Statement to a nationally recognized municipal securities information repository and, if so delivered, the date on which delivered. The City and the School District may request from the Underwriter from time to time, and the Underwriter shall provide to the City and the School District upon request, such information as may be reasonably required by the City or the School District in order to determine whether the End of the Underwriting Period has occurred.

SECTION 11. INDEMNITY AND CONTRIBUTION.

(a) To the extent permitted by applicable law, the City hereby agrees to indemnify and hold harmless the Underwriter, together with each officer and member of the Board of Directors of the Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, fees and disbursements of counsel and other expenses incurred by them or any of them in connection with investigating or defending any loss, claim, damage, or liability or any suit, action, or proceeding, whether or not resulting in liability), joint or several, to which they or any of them may become subject under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, whether federal or state, or at common law or otherwise, insofar as such losses, claims, damages, liabilities, costs, and expenses (or any suit, action, or proceeding in respect thereof) arise out of or are based upon any untrue or misleading statement or alleged untrue or misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement, including the information contained in Appendix B thereto, or in any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, provided, however, the City will not be liable in any such case to the extent that any such loss, claim, damage, liability, cost, or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished by the Underwriter specifically for use in connection with the preparation thereof. This indemnity agreement will be in addition to any liability which the City may otherwise have.

(b) To the extent permitted by applicable law, the School District hereby agrees to indemnify and hold harmless the Underwriter, together with each officer and member of the Board of Directors of the Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, fees and disbursements of counsel and other expenses incurred by them or any of them in connection with

investigating or defending any loss, claim, damage, or liability or any suit, action, or proceeding, whether or not resulting in liability), joint or several, to which they or any of them may become subject under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, whether federal or state, or at common law or otherwise, insofar as such losses, claims, damages, liabilities, costs, and expenses (or any suit, action, or proceeding in respect thereof) arise out of or are based upon any untrue or misleading statement or alleged untrue or misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement, including the information contained in Appendix A thereto, or in any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading, provided, however, the School District will not be liable in any such case to the extent that any such loss, claim, damage, liability, cost, or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished by the Underwriter specifically for use in connection with the preparation thereof. This indemnity agreement will be in addition to any liability which the School District may otherwise have.

(c) Promptly after receipt by any party entitled to indemnification under this Section of notice of the commencement of any suit, action, or proceeding, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party in writing of the commencement thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under this Section or from any liability under this Section unless the failure to provide notice prejudices the defense of such suit, action, or proceeding. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall be entitled, but not obligated, to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party, promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party, and the indemnified party shall have reasonably concluded that there may be legal defenses available to it or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party shall not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel representing the indemnified parties under this Section who are parties to such action), (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

(c) The City and the School District shall not be liable for any settlement of any such action effected without their consent, but if settled with its consent, the City or the School District, as applicable, agrees to indemnify and hold the Underwriter, such officer or director, or such controlling person harmless from and against any loss or liability, including reasonable legal and other expenses incurred in

connection with the defense of the action, by reason of such settlement to the extent of the indemnification provided for in this paragraph.

(d) In the event and to the extent that any indemnified party is entitled to indemnification from the City under the terms of paragraph (a) above or from the School District under the terms of paragraph (b) above in respect of any of the losses, claims, damages, liabilities, costs, or expenses referred to therein, but such indemnification is unavailable to such indemnified party in respect of any such losses, claims, damages, liabilities, costs, or expenses due to such indemnification being impermissible under applicable law or otherwise, then the City or the School District, as applicable, shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities, costs, or expenses in such proportion as is appropriate to reflect the relative benefits received by the City or the School District and such indemnified party, respectively, from the offering of the Bonds, the relative fault of the City or the School District and such indemnified party, respectively, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities, costs, or expenses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact related to information supplied by the City or the School District or the indemnified party and the relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission of the City or the School District or the indemnified party. The City, the School District and the Underwriter, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph (d) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to above in this paragraph (d). The amount paid or payable by any indemnified party as a result of the losses, claims, damages, liabilities, costs, or expenses referred to above in this paragraph (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with defending any such action or claim. This paragraph (d) shall not apply in the event of losses, claims, damages, liabilities, costs, or expenses caused by or attributable to the willful misconduct or gross negligence of an indemnified party. Notwithstanding anything to the contrary contained in this paragraph (d), it is understood and agreed that this paragraph (d) is not intended, and shall not be construed, to expand, broaden, or increase in any way, whether in terms of scope, amount, or otherwise, the liability of the City or the School District in respect of any of the losses, claims, damages, liabilities, costs, or expenses referred to in paragraph (a) or otherwise, as that liability is set forth in paragraph (a) above.

SECTION 12. NOTICE.

Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the City of Cartersville, 10 Public Square, Cartersville, Georgia 30120, Attention: City Manager, any notice or other communication to be given to the School District under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the Cartersville School District, _____, Attention:_____, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to SunTrust Robinson Humphrey, Inc., 3333 Peachtree Road, Atlanta, Georgia 30326, Attention: Douglas C. McCuean.

SECTION 13. APPLICABLE LAW; NONASSIGNABILITY.

This Bond Purchase Agreement shall be governed by the laws of the State of Georgia. This Bond Purchase Agreement shall not be assigned by the City or the School District.

SECTION 14. PARTIES IN INTEREST.

This Bond Purchase Agreement shall be binding upon, and has been and is made for the benefit of, the City, the School District and the Underwriter, and to the extent expressed, any person controlling the Underwriter and their respective executors, administrators, successors, and assigns, and no other person shall acquire or have any right or interest under or by virtue hereof. The term "successors and assigns" shall not include any purchaser, as such, of any Bond.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

SECTION 15. EXECUTION OF COUNTERPARTS.

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

SUNTRUST ROBINSON HUMPHREY, INC.,
as Underwriter

By:_____
Douglas C. McCuean
Director

Accepted as of the date first above written:

CITY OF CARTERSVILLE, GEORGIA

By:_____
Mayor

Accepted as of the date first

above written:

CARTERSVILLE SCHOOL DISTRICT

By:_____

Chairman, Cartersville School District Board of Education

EXHIBIT A

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS

$_____
City of Cartersville
General Obligation Refunding Bonds
Series 2011

Due November 1	Principal Amount	Interest Rate	Yield

EXHIBIT B

Form of City Counsel's Opinion

[Letterhead of White, Choate & Watkins, LLC]

June __, 2011

SunTrust Robinson Humphrey, Inc.
Atlanta, Georgia

King & Spalding LLP
Atlanta, Georgia

Re: $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011

Ladies and Gentlemen:

We have acted as counsel to the City of Cartersville (the "City") preliminary to and in connection with the issuance and sale by the City of the above-captioned bonds (the "Bonds"). In so acting, we have examined, among other things, originals, executed counterparts or certified copies of the following:

1. A joint resolution adopted by the City Council of the City of Cartersville and the Cartersville School District (the "School District"), acting by and through the Board of Education, adopted by the School District on December 13, 2010 and by the City Council of the City of Cartersville on December 16, 2010, as supplemented on [_____, 2011] (collectively, the "Bond Resolution") authorizing, among other things, the issuance and delivery of the Bonds and the execution, delivery, receipt, and approval of a Continuing Disclosure Agreement of the City and the School District, dated June ___, 2011 (the "Disclosure Agreement"), an Escrow Agreement dated as of June 1, 2011 (the "Escrow Deposit Agreement") between the City, the School District and The Bank of New York Mellon Trust Company, N.A., as escrow agent, a Bond Purchase Agreement dated June __, 2011 (the "Bond Purchase Agreement") between the City, the School District and SunTrust Robinson Humphrey, Inc. (the "Underwriter"), a Preliminary Official Statement dated June 10, 2011 (the "Preliminary Official Statement"), and an Official Statement dated June __, 2011 (the "Official Statement".

2. The Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement, the Preliminary Official Statement, the Official Statement and a specimen Bond.

Based upon the foregoing and an examination of such other information, papers, and documents as we believed necessary or advisable to enable us to render this opinion, we are of the opinion, as of the date hereof, that:

1. The City is a political subdivision of the State of Georgia duly created and validly existing under and by virtue of the Constitution and laws of the State of Georgia and has all requisite power and authority to adopt the Bond Resolution and perform its obligations thereunder, to issue, sell, and deliver the Bonds, to enter into and perform its obligations under

the Bond Purchase Agreement, the Disclosure Agreement and the Escrow Agreement, to execute and deliver the Official Statement to the Underwriter for distribution to the general public in connection with the offering by the Underwriter of the Bonds, and to levy an ad valorem tax, unlimited as to rate or amount, upon all taxable property within the City subject to taxation for general obligation school bond purposes, as will produce funds sufficient in an amount to pay the principal of and interest on the Bonds as the same become due and payable.

2. The City has taken all action legally required to authorize the issuance, sale, and delivery of the Bonds, has duly authorized the adoption and performance of the Bond Resolution, the execution, delivery, and performance of the Bond Purchase Agreement, the Disclosure Agreement and the Escrow Agreement, and the approval of the Official Statement. All actions of the City in connection with the calling and conduct of the election at which the Bonds were approved were lawfully conducted in conformity with applicable law.

3. The adoption by the City of the Bond Resolution, the authorization by the City of the Official Statement, the issuance and delivery by the City of the Bonds, the execution and delivery by the City of the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement and the other agreements and documents described in the Bond Purchase Agreement, the performance by the City of its obligations under and the consummation of the transactions described in all of the foregoing instruments and documents, and the levy and collection of an ad valorem property tax, without limitation as to rate or amount, to pay the principal of and interest on the Bonds do not and will not conflict with or constitute, on the part of the City, a breach or violation of or default under, any of the terms and provisions of the City's organic documents, any existing constitution, statute, law, or court or administrative rule or regulation, decree, order, or judgment to which the City is subject or by which the City or any of its properties is bound or any agreement, indenture, mortgage, lease, security deed, note, resolution, ordinance, contract, commitment, or other instrument or agreement to which the City is a party or by which the City or any of its properties is bound.

4. Each of the officials of the City was on the date of execution of each of the instruments relating to the Bonds, was on the date of the execution of the Bonds, and is on the date hereof the duly elected or appointed qualified incumbent of his or her office of the City.

5. The notices given prior to the meetings of the City Council of the City of Cartersville and the Board of Education of the School District at which the Bond Resolution was adopted comply with the applicable notice requirements of Georgia law, and such meetings were conducted in accordance with the applicable requirements of Georgia law.

6. Except as set forth in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, by or before any court or public board or body pending or, to the best of our knowledge and belief, after making due inquiry with respect thereto, threatened against or affecting the City, nor to our knowledge is there any basis therefor, which in any way questions the validity of the proceedings resulting in the issuance and delivery of the Bonds, or which might result in a material adverse change in the condition (financial or other), business, or affairs of the City, or wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability of the Bonds, the Bond Resolution, the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement or any other agreement or instrument to which the City is a party.

7. All permits, consents, permissions, approvals, or licenses and authorizations or orders of any court or governmental or regulatory bodies that are required to have been obtained as of the date hereof by the City in connection with the issuance, sale, and delivery of the Bonds, the adoption, execution, delivery, and performance of the Bond Resolution, the Disclosure Agreement, the Escrow Agreement and the Bond Purchase Agreement, the levy and collection of ad valorem property taxes to pay the principal of and interest on the Bonds, and the consummation of the transactions contemplated by the Official Statement have been duly obtained and remain in full force and effect. We have no reason to believe, after making due inquiry, that the City will not be able to maintain all such permits, consents, permissions, approvals, and licenses described in the preceding sentence or to obtain all such additional permits, consents, permissions, approvals, or licenses and authorizations or orders of any court or governmental or regulatory bodies as may be required on or prior to the date the City is legally required to obtain the same. No additional or further approval, consent, permission, authorization, or order of any court or any governmental or public agency or authority not already obtained is required by the City as of the date hereof in connection with the issuance, sale, and delivery of the Bonds, the adoption, execution, delivery, and performance of the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement and the Bond Resolution, and the levy and collection of ad valorem property taxes to pay the principal of and interest on the Bonds. The opinion expressed in this paragraph 7 shall not extend to or otherwise cover any approvals that may be required by any federal or state securities laws.

8. The Bond Resolution has been duly adopted by the City and is in full force and effect in the form in which it was adopted. The Bond Purchase Agreement, the Disclosure Agreement and the Escrow Agreement have been duly authorized, executed, and delivered by the City and, assuming the due authorization, execution, and delivery by the other party thereto, are in full force and effect and constitute the valid, binding, and legally enforceable obligations of the City according to their import. The Bonds have been duly authorized, executed, issued, and delivered by the City and, assuming the due authentication thereof by The Bank of New York Mellon Trust Company, N.A., as bond registrar, constitute the valid and legally binding general obligations of the City and are enforceable in accordance with their terms. All property located within the corporate limits of the City which is subject to taxation for general obligation school bond purposes will be subject to the levy of an ad valorem tax, unlimited as to rate or amount, to pay the principal of and interest on the Bonds as the same become due.

9. The Bonds have been validated by the Superior Court of Bartow County, and no objection was validly raised with respect to such validation.

10. The Official Statement has been duly authorized, executed, and delivered by the City, and the City has duly approved the use of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering of the Bonds.

11. As counsel to the City, we have rendered legal advice and assistance to the City in the course of the financing. Such assistance involved, among other things, discussions and inquiries concerning various legal matters and review of various documents relating to the offering and the preparation of the Preliminary Official Statement and the Official Statement and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. To the best of our knowledge, after making due inquiry with respect thereto, the statements contained in the Preliminary Official Statement and the Official Statement relating to the City and in Appendix B thereto (other than the financial and statistical data included therein, as to which we express no view), are accurate statements or summaries of the matters set forth therein and fairly represent

the information purported to be shown and do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. In addition, while we do not pass upon or assume responsibility for the accuracy, completeness, or fairness of the Preliminary Official Statement or the Official Statement (other than the opinion given in the preceding sentence), nothing has come to our attention which leads us to believe that any portions of the Preliminary Official Statement or the Official Statement contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading (other than the financial and statistical data included therein, as to which we express no view).

The foregoing opinions are qualified to the extent that the enforceability of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement or the Bond Purchase Agreement might be limited by (i) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally heretofore or hereafter enacted to the extent of their enforcement, (ii) judicial discretion in the application of principles of equity, and (iii) the valid exercise of the sovereign police powers of the State of Georgia and its governmental bodies and the constitutional powers of the United States of America. We offer no opinion as to the enforceability of any rights to contribution or indemnity from the City contained in the Bond Purchase Agreement.

No opinion is given as to the tax exempt status of the Bonds or the interest thereon. No opinion is given concerning the requirement for registration of the Bonds under the securities laws of any state or the Securities Act of 1933, as amended, nor is an opinion given concerning qualification of any document under the Trust Indenture Act of 1939, as amended.

We are members of the State Bar of Georgia. Our opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. We expressly disclaim any duty to update this opinion in the future for any changes of fact or law which may affect any of the opinions expressed herein. This opinion is intended solely for the use of the parties to which it is addressed subject to the qualifications set forth herein and should not be relied upon by any other party for any other purpose.

Very truly yours,

White, Choate & Watkins, LLC

By:_____

EXHIBIT C

Form of Supplemental Opinion of Bond Counsel

[Letterhead of King & Spalding LLP]

June ____, 2011

SunTrust Robinson Humphrey, Inc.
Atlanta, Georgia

Re: $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011

To the Addressee:

Reference is made to the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated June __, 2011 between you, as underwriter (the "Underwriter") the Cartersville School District (the "School District") and the City of Cartersville, Georgia (the "City"), providing for the sale to the Underwriter of $_____ in aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2011 (the "Bonds"). The Bonds are being issued pursuant to a joint resolution adopted by the City Council of the City of Cartersville and the School District, acting by and through the Board of Education, adopted by the School District on December 13, 2010 and by the City Council of the City of Cartersville on December 16, 2010, as supplemented on [_____, 2011] (the "Bond Resolution").

We have acted as bond counsel in connection with the issuance and sale of the Bonds. We have reviewed the material in the Official Statement dated June __, 2011 relating to the Bonds, set forth under the captions "INTRODUCTION - Security and Sources of Payment for the Bonds," "- Description of the Bonds," "- Tax Exemption," "THE BONDS", SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "LEGAL MATTERS - Opinion of Bond Counsel" and under Appendix C thereto. We have examined such documents, certificates and public records as we have deemed necessary in connection with providing this opinion. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity of original documents to all copies submitted to as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed that same to have been properly given and to be accurate.

Based upon our review, it is our opinion that:

(i) No registration of the Bonds under the Securities Act of 1933, as amended (the "Securities Act") or qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") is required in connection with the offering and sale of the Bonds; and

(ii) the statements in the Official Statement under the sections entitled "INTRODUCTION - Security and Sources of Payment for the Bonds," "- Description of the Bonds," "- Tax Exemption," "THE BONDS", SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "LEGAL MATTERS - Opinion of Bond Counsel" and under Appendix C thereto are fair summaries of the documents or matters purported to be summarized therein, except that no opinion is given with respect to the information relating to DTC or the book-entry system of registration of the Bonds under the heading "THE BONDS—Book-Entry System of Registration" or otherwise in the Official Statement.

We express no further opinion with respect to the accuracy, completeness or sufficiency of the Official Statement or as to compliance by the City, the School District or the Underwriter with any federal or state statute, regulation or ruling with respect to the sale or distribution of the Bonds.

This opinion is given as of the date hereof, and we assume no obligation to notify you as to any changes in law or fact that may occur after the date hereof which might affect any of the opinions expressed herein. This opinion is solely for your benefit, and may not be relied upon by, quoted from, or used for any other purpose by, any other person or entity without our prior written consent in each instance.

Very truly yours,

EXHIBIT D

Form of Disclosure Counsel Opinion

[Letterhead of King & Spalding LLP]

June __, 2011

SunTrust Robinson Humphrey, Inc.
Atlanta, Georgia

Re: $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011

To the Addressee:

We have acted as disclosure counsel to the City of Cartersville, Georgia (the "City") and the Cartersville School District (the "School District"), in connection with the issuance of $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011 (the "Bonds"). Terms used and not otherwise defined herein shall have the meaning set forth in the Official Statement hereinafter referred to.

In such capacity, we have examined a signed copy of the Official Statement, dated June ___, 2011, with respect to the Bonds (the "Official Statement") and have examined and relied on originals or copies identified to our satisfaction of such records of the City and the School District and such other documents, instruments and certificates of public officials as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all documents submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

In accordance with our understanding with the City and the School District, we have rendered legal advice and assistance to the City and the School District in the course of the preparation of the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters and the review of documents referred to above. We have also participated in conferences with representatives of the City and the School District during which the contents of the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Official Statement are such, however, that we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that no facts have come to our attention that caused us to believe that the Official Statement (other than the statistical and financial data included therein and the financial statements and related notes and schedules attached thereto as Appendix A and Appendix B, which we expressly exclude from the scope of this sentence) as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in

order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

This letter is furnished by us for the sole benefit of the addressees, and no other person or entity shall be entitled to rely upon this opinion or to quote this opinion in whole or in part without our express written consent in each such instance.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

KING & SPALDING LLP

By: _____
A Partner

EXHIBIT E

Form of School District's Counsel Opinion

[Letterhead of White, Choate & Watkins, LLC]

June __, 2011

SunTrust Robinson Humphrey, Inc.
Atlanta, Georgia

King & Spalding LLP
Atlanta, Georgia

Re: $_____ City of Cartersville General Obligation Refunding Bonds, Series 2011

Ladies and Gentlemen:

We have acted as counsel to the Cartersville School District (the "School District") preliminary to and in connection with the issuance and sale by the City of Cartersville, Georgia (the "City") of the above-captioned bonds (the "Bonds"). In so acting, we have examined, among other things, originals, executed counterparts or certified copies of the following:

1. A joint resolution adopted by the City Council of the City of Cartersville and the School District, acting by and through the Board of Education, adopted by the School District on December 13, 2010 and by the City Council of the City of Cartersville on December 16, 2010, as supplemented on [_____, 2011] (collectively, the "Bond Resolution") authorizing, among other things, the issuance and delivery of the Bonds and the execution, delivery, receipt, and approval of a Bond Purchase Agreement, dated June ___, 2011 (the "Bond Purchase Agreement"), by and among, the School District, the City and SunTrust Robinson Humphrey, Inc. (the "Underwriter"), a Continuing Disclosure Agreement, dated June ___, 2011 of the City and the School District (the "Disclosure Agreement"), an Escrow Deposit Agreement dated as of June 1, 2011 (the "Escrow Agreement") between the City, the School District and The Bank of New York Mellon Trust Company, N.A., as escrow agent, a Preliminary Official Statement dated June 10, 2011 (the "Preliminary Official Statement") and an Official Statement dated June __, 2011 (the "Official Statement".

2. The Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement, the Preliminary Official Statement and the Official Statement.

Based upon the foregoing and an examination of such other information, papers, and documents as we believed necessary or advisable to enable us to render this opinion, we are of the opinion, as of the date hereof, that:

1. The School District is a political subdivision of the State of Georgia duly created and validly existing under and by virtue of the Constitution and laws of the State of Georgia and has all requisite power and authority to adopt the Bond Resolution and perform its obligations thereunder, to enter into and perform its obligations under the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement, to execute and deliver the Official Statement to the Underwriter for distribution to the general public in connection with the offering by the Underwriter of the Bonds.

2. The School District has duly authorized the adoption and performance of the Bond Resolution, the execution, delivery, and performance of the Bond Purchase Agreement, the Disclosure Agreement and the Escrow Agreement, and the approval of the Official Statement.

3. The adoption by the School District of the Bond Resolution, the authorization by the School District of the Official Statement, the issuance and delivery by the School District of the Bonds, the execution and delivery by the School District of the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement and the other agreements and documents described in the Bond Purchase Agreement, the performance by the School District of its obligations under and the consummation of the transactions described in all of the foregoing instruments and documents do not and will not conflict with or constitute, on the part of the School District, a breach or violation of or default under, any of the terms and provisions of the School District's organic documents, any existing constitution, statute, law, or court or administrative rule or regulation, decree, order, or judgment to which the School District is subject or by which the School District or any of its properties is bound or any agreement, indenture, mortgage, lease, security deed, note, resolution, ordinance, contract, commitment, or other instrument or agreement to which the School District is a party or by which the School District or any of its properties is bound.

4. Each of the officials of the School District was on the date of execution of each of the instruments relating to the Bonds, was on the date of the execution of the Bonds, and is on the date hereof the duly elected or appointed qualified incumbent of his or her office of the School District.

5. The notices given prior to the meetings of the Board of Education of the School District at which the Bond Resolution was adopted comply with the applicable notice requirements of Georgia law, and such meetings were conducted in accordance with the applicable requirements of Georgia law.

6. Except as set forth in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, by or before any court or public board or body pending or, to the best of our knowledge and belief, after making due inquiry with respect thereto, threatened against or affecting the School District, nor to our knowledge is there any basis therefor, which in any way questions the validity of the proceedings resulting in the issuance and delivery of the Bonds, or which might result in a material adverse change in the condition (financial or other), business, or affairs of the School District, or wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability of the Bonds, the Bond Resolution, the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement or any other agreement or instrument to which the School District is a party.

7. All permits, consents, permissions, approvals, or licenses and authorizations or orders of any court or governmental or regulatory bodies that are required to have been obtained as of the date hereof by the School District in connection with the adoption, execution, delivery,

and performance of the Bond Resolution, and the consummation of the transactions contemplated by the Official Statement have been duly obtained and remain in full force and effect. We have no reason to believe, after making due inquiry, that the School District will not be able to maintain all such permits, consents, permissions, approvals, and licenses described in the preceding sentence or to obtain all such additional permits, consents, permissions, approvals, or licenses and authorizations or orders of any court or governmental or regulatory bodies as may be required on or prior to the date the School District is legally required to obtain the same. No additional or further approval, consent, permission, authorization, or order of any court or any governmental or public agency or authority not already obtained is required by the School District as of the date hereof in connection with the issuance, sale, and delivery of the Bonds, the adoption, execution, delivery, and performance of the Bond Purchase Agreement, the Disclosure Agreement, the Escrow Agreement and the Bond Resolution. The opinion expressed in this paragraph 7 shall not extend to or otherwise cover any approvals that may be required by any federal or state securities laws.

8. The Bond Resolution has been duly adopted by the School District and is in full force and effect in the form in which it was adopted. The Bond Purchase Agreement, the Disclosure Agreement and the Escrow Agreement have been duly authorized, executed, and delivered by the School District and, assuming the due authorization, execution, and delivery by the other parties thereto, are in full force and effect and constitute the valid, binding, and legally enforceable obligations of the School District according to their import.

9. The Official Statement has been duly authorized, executed, and delivered by the School District, and the School District has duly approved the use of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering of the Bonds.

10. As counsel to the School District, we have rendered legal advice and assistance to the School District in the course of the financing. Such assistance involved, among other things, discussions and inquiries concerning various legal matters and review of various documents relating to the offering and the preparation of the Preliminary Official Statement and the Official Statement and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. To the best of our knowledge, after making due inquiry with respect thereto, the statements contained in the Preliminary Official Statement and the Official Statement relating to the School District and in Appendix A thereto (other than the financial and statistical data included therein, as to which we express no view), are accurate statements or summaries of the matters set forth therein and fairly represent the information purported to be shown and do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. In addition, while we do not pass upon or assume responsibility for the accuracy, completeness, or fairness of the Preliminary Official Statement or the Official Statement (other than the opinion given in the preceding sentence), nothing has come to our attention which leads us to believe that any portions of the Preliminary Official Statement or the Official Statement contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading (other than the financial and statistical data included therein, as to which we express no view).

The foregoing opinions are qualified to the extent that the enforceability of the Bonds, the Bond Resolution, the Disclosure Agreement, the Escrow Agreement or the Bond Purchase Agreement might be limited by (i) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally heretofore or hereafter enacted to the extent of their enforcement, (ii) judicial discretion in the application of principles of equity, and (iii) the valid exercise of the sovereign police powers of the State of Georgia and its governmental bodies and the constitutional powers of the United States of America. We offer no opinion as to the enforceability of any rights to contribution or indemnity from the School District contained in the Bond Purchase Agreement.

No opinion is given as to the tax exempt status of the Bonds or the interest thereon. No opinion is given concerning the requirement for registration of the Bonds under the securities laws of any state or the Securities Act of 1933, as amended, nor is an opinion given concerning qualification of any document under the Trust Indenture Act of 1939, as amended.

We are members of the State Bar of Georgia. Our opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. We expressly disclaim any duty to update this opinion in the future for any changes of fact or law which may affect any of the opinions expressed herein. This opinion is intended solely for the use of the parties to which it is addressed subject to the qualifications set forth herein and should not be relied upon by any other party for any other purpose.

Very truly yours,

White, Choate & Watkins, LLC

By:_____

BNY MELLON Comments
6-9-11

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of June 1, 2011 (this "Escrow Deposit Agreement"), between **CARTERSVILLE SCHOOL DISTRICT** (the "School District"), a political subdivision of the State of Georgia, **CITY OF CARTERSVILLE, GEORGIA** (the "City"), a municipal corporation of the State of Georgia, and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, in its capacities as escrow agent (in such capacity, the "Escrow Agent") under this Escrow Deposit Agreement and as paying agent and bond registrar for the hereinafter defined Refunded Bonds (in such capacities, the "Refunded Bonds Paying Agent");

W I T N E S S E T H:

WHEREAS, pursuant to a joint resolution duly adopted by the City Council of the City of Cartersville (the "City Council") and the School District on November 15, 2001 (the "Series 2001 Resolution"), the City Council and the School District authorized the issuance of $10,000,000 in aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2001, dated November 1, 2001 (the "Series 2001 Bonds"); and

WHEREAS, pursuant to a joint resolution duly adopted by the City Council and the School District on November 7, 2002 (the "Series 2002 Resolution"), the City Council and the School District authorized the issuance of $6,000,000 in aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2002, dated November 1, 2002 (the "Series 2002 Bonds" and together with the Series 2001 Bonds, the "Refunded Bonds"); and

WHEREAS, the City and the School District, following extensive study and investigation, has determined that it is in the best interest of the School District that the outstanding Refunded Bonds be advance refunded in order to effect a savings in the debt service requirements on the City's now outstanding bonded indebtedness; as more fully described on Schedule "1" attached hereto; and

WHEREAS, to provide funds which will be used to refund the Refunded Bonds, the City will issue its General Obligation Refunding Bonds, Series 2011 (the "Series 2011 Bonds"), in the original aggregate principal amount of $[_____], pursuant to a joint resolution of the City Council and the School District authorizing the issuance of the Series 2011 Bonds adopted by the School District on December 13, 2010 and by the City Council on December 16, 2010, as supplemented on [_____, 2011]; and

WHEREAS, the City and the School District propose to deposit with the Escrow Agent (i) cash in an amount sufficient to make all payments with respect to the Refunded Bonds, (ii)(a) bonds or other obligations of the United States of America or of subsidiary corporations of the United States of America which as to principal and interest are fully and unconditionally guaranteed by the United States of America (including, but not limited to U.S. Treasury P&I

Strips and REFCORP Interest Strips), (b) obligations of agencies of the United States government issued by the Federal Home Loan Bank, or (c) fixed rate obligations whose principal and interest payments are guaranteed by the United States of America through US AID (collectively, the "Government Obligations"), which Government Obligations are non-callable except at the option of the owner thereof and will mature on or before the date or dates when the payments with respect to the Refunded Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate sufficient without any further reinvestment to make all such payments, or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate sufficient without any further reinvestment to make all such payments;

WHEREAS, such cash and Government Obligations will be irrevocably pledged to the payment of the Refunded Bonds as provided in this Escrow Deposit Agreement;

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

Section 1. The Refunded Bonds Paying Agent certifies that the Refunded Bonds are currently outstanding in the aggregate principal amount of $[_____].

Section 2. The Escrow Agent acknowledges receipt of the following:

(a) from the Bank of New York Mellon Trust Company, N.A., as paying agent for the Series 2011 Bonds, the sum of $[_____], representing all or a portion of the proceeds of the sale of the Series 2011 Bonds to be applied to the refunding of the Refunded Bonds; and

(b) a copy of the Verification Report of Grant Thornton LLP, dated February __, 2011 (the "Verification Report").

Section 3. There is hereby created by the School District and ordered established with the Escrow Agent, a special and irrevocable trust fund to be designated "City of Cartersville Escrow Deposit Fund 2011" (the "Escrow Deposit Fund"). The Escrow Agent acknowledges the establishment with it of said Escrow Deposit Fund and that it has applied the moneys described in **Section 2** of this Escrow Deposit Agreement, to which such application the City and the School District hereby consent, as follows:

(a) The sum of $[_____] has been applied to the purchase of the Government Obligations which are described in Schedule "2"; and

(b) The sum of $[_____] (the "Cash") is being held as an initial cash balance.

Section 4. The City and the School District each represent and warrant that, based solely upon the Verification Report, the principal of and the interest on the Government

Obligations described on Schedule "2" as and when due and payable, together with the Cash, will provide lawful money of the United States of America sufficient to pay the principal of, premium (if any) and interest on, the Refunded Bonds, in such amounts as are set forth on Schedule "3" attached hereto and by this reference thereto made a part hereof (the "Defeasance Requirements"). To the extent any moneys remain in the Escrow Deposit Fund after the payment of the Defeasance Requirements, the Escrow Agent shall pay such excess moneys over to the City and the School District as directed in writing by the City and the School District.

Section 5. The Escrow Agent acknowledges and agrees that the Government Obligations and Cash referred to in Section 3 of this Escrow Deposit Agreement have been deposited in the Escrow Deposit Fund. The Escrow Agent agrees that any interest earned upon the Government Obligations shall be held for the credit of the Escrow Deposit Fund and shall not be reinvested.

Section 6. The deposit of the Government Obligations and Cash in the Escrow Deposit Fund constitutes an irrevocable deposit of the same in trust solely for the payment of the Defeasance Requirements in the amounts and on the dates shown on Schedule "3", subject only to the terms of this agreement.

Section 7. The Escrow Agent agrees to apply the proceeds of the Government Obligations and Cash held in the Escrow Deposit Fund, including specifically the interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall collect the principal of and interest on the Government Obligations held in the Escrow Deposit Fund as the same become due and payable, and shall pay to the Refunded Bonds Paying Agent from the Escrow Deposit Fund so much as shall be required to pay the principal of, redemption premium (if any) and interest on the Refunded Bonds as the same become due and payable or are redeemed as shown on Schedule "3". The liability of the Escrow Agent hereunder for the payment of the principal of, redemption premium (if any) and interest on the Refunded Bonds pursuant to this Escrow Agreement shall be limited to the application of moneys and the Government Obligations available for such purposes in the Escrow Deposit Fund in the manner set forth above.

Section 8. The City and the School District shall have the option to direct the Escrow Agent in writing to liquidate the Government Obligations in the Escrow Deposit Fund, and to direct the Escrow Agent in writing to re-invest the proceeds of the sale or liquidation of such Government Obligations into new obligations which constitute direct obligations of the United States Treasury or obligations fully guaranteed by the full faith and credit of the United States and which are not callable except at the option of the owner thereof (the "Substitute Government Obligations"), but only upon delivery to the Escrow Agent of (i) a verification report satisfactory to the Escrow Agent from a certified public accountant or a firm thereof demonstrating the adequacy and sufficiency of the cash in the Escrow Deposit Fund, together with the proceeds received from such Substitute Government Obligations, without further reinvestment, to pay the Defeasance Requirements and (ii) an opinion of nationally recognized bond counsel to the effect that such reinvestment will not result in interest on the Refunded Bonds being included in gross income for federal income tax purposes. From and after the date of receipt of such items, and such Substitute Government Obligations, such Substitute

Government Obligations shall constitute the "Government Obligations" for all purposes under this agreement.

Section 9. The City and the School District hereby irrevocably authorize and direct the Refunded Bonds Paying Agent to give notice of the deposit of the Government Obligations and Cash into the Escrow Deposit Fund, by first class mail, postage prepaid, in substantially the forms attached hereto as (i) Exhibit A to the owners of the Series 2001 Bonds and (ii) Exhibit B to the owners of the Series 2002 Bonds. The Refunded Bonds Paying Agent hereby agrees to give such notices.

Section 10. The City and the School District hereby irrevocably authorize and direct the Refunded Bonds Paying Agent to give notice of the redemption of the (i) Series 2001 Bonds maturing on or after November 1, 2011, by first class mail, postage prepaid, in the manner provided in the Series 2001 Resolution and (ii) Series 2002 Bonds maturing on or after November 1, 2012, by first class mail, postage prepaid, in the manner provided in the Series 2002 Resolution, and [not earlier than 60 days prior to [_____] (the "Redemption Date"), and not later than 30 days prior to the Redemption Date, to the owners of the Refunded Bonds. The Refunded Bonds Paying Agent hereby agrees to give such notice. The City and the School District hereby authorize the Refunded Bonds Paying Agent to use the Government Obligations and Cash deposited in the Escrow Deposit Fund relating to the Refunded Bonds to pay such Refunded Bonds at maturity and to pay the redemption price of the Refunded Bonds maturing therafter on the Redemption Date.

Section 11. The Government Obligations and Cash deposited in the Escrow Deposit Fund shall not be withdrawn or used for any purpose other than the purposes herein specified, and the owners of the Refunded Bonds shall have an express lien on the Government Obligations and all moneys in the Escrow Deposit Fund, from time to time until paid out, used and applied in accordance with this Escrow Deposit Agreement, subject to the provisions of **Section 6** of this Escrow Deposit Agreement.

Section 12. The City and the School District hereby irrevocably waive any right which it may have to call the Refunded Bonds for redemption other than in accordance with Schedule "3".

Section 13. If any one of more of the covenants or agreements provided in this Escrow Deposit Agreement on the part of the City, the School District, the Refunded Bonds Paying Agent or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Deposit Agreement.

Section 14. This Escrow Deposit Agreement shall be construed under, governed by and enforced in accordance with the laws of the State of Georgia.

Section 15. This Escrow Deposit Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 16. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 17. The City and the School District shall be jointly and severally liable for and shall pay the Escrow Agent's fees for services rendered hereunder and reasonable expenses (including extraordinary expenses described below) from funds of the City and/or the School District, other than those held hereunder. If the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify the City and the School District of the same in writing and the City and the School District shall promptly pay the Escrow Agent for such extraordinary fees, costs and expenses (including reasonable attorney's fees, costs and expenses) reasonably and necessarily incurred in connection therewith.

Section 18. The Escrow Agent may resign at any time upon thirty (30) days written notice to the City and the School Board.

Section 19. Each of the City and the School Board acknowledge that the rights and protections (including any indemnifications) provided to the Refunded Bonds Paying Agent) under the documents relating to the Refunded Bonds shall be afforded the Refunded Bonds Paying Agent with respect to this Agreement.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CARTERSVILLE SCHOOL DISTRICT

By: _____
President

(SEAL)

Attest:

_____
Secretary

(Signature Page to Escrow Deposit Agreement)

CITY OF CARTERSVILLE, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Refunded Bonds Paying Agent and as Escrow Agent

By: _____
Name:
Title:

(SEAL)

Attest:

_____
Name:
Title:

Schedule “1”

Description of the Refunded Bonds

Schedule “2”

Government Obligations and Cash

Schedule “3”

Defeasance Requirements

EXHIBIT A

PROVISION FOR PAYMENT

CITY OF CARTERSVILLE (GEORGIA)
GENERAL OBLIGATION BONDS, SERIES 2001

The holders and owners of the $10,000,000 in principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2001 (the "Series 2001 Bonds"), are hereby notified that The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of February 1, 2011, between the City of Cartersville and the Escrow Agent, (i) cash in an amount sufficient to make all payments with respect to the Series 2001 Bonds, (ii)(a) bonds or other obligations of the United States of America or of subsidiary corporations of the United States of America which as to principal and interest are fully and unconditionally guaranteed by the United States of America (including, but not limited to U.S. Treasury P&I Strips and REFCORP Interest Strips), (b) obligations of agencies of the United States government issued by the Federal Home Loan Bank, or (c) fixed rate obligations whose principal and interest payments are guaranteed by the United States of America through US AID (collectively, the "Government Obligations"), which Government Obligations are non-callable except at the option of the owner thereof and will mature on or before the date or dates when the payments with respect to the Series 2001 Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate sufficient without any further reinvestment to make all such payments, or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate sufficient without any further reinvestment to make all such payments on the Series 2001 Bonds and to (a) redeem the Series 2001 Bonds maturing on or after November 1, [____], (b) pay the Series 2001 Bonds maturing on [November _____] on their respective maturity dates, each at a price equal to 100% of the principal amount thereof plus accrued interest to the payment date. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent for application and payment, when due, of the principal of and/or interest on the Series 2001 Bonds.

All of the Series 2001 Bonds are now deemed to have been paid, and the payment of principal, interest and redemption price to the holders and owners of the Series 2001 Bonds shall hereafter be applied from the cash monies or Government Obligations.

* * *

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF ANY OF THE SERIES 2001 BONDS.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent

Date: _____, 2011

EXHIBIT B

PROVISION FOR PAYMENT

CITY OF CARTERSVILLE (GEORGIA)
GENERAL OBLIGATION BONDS, SERIES 2002

The holders and owners of the $6,000,000 in principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2002 (the "Series 2002 Bonds"), are hereby notified that The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of February 1, 2011, between the City of Cartersville and the Escrow Agent, (i) cash in an amount sufficient to make all payments with respect to the Series 2002 Bonds, (ii)(a) bonds or other obligations of the United States of America or of subsidiary corporations of the United States of America which as to principal and interest are fully and unconditionally guaranteed by the United States of America (including, but not limited to U.S. Treasury P&I Strips and REFCORP Interest Strips), (b) obligations of agencies of the United States government issued by the Federal Home Loan Bank, or (c) fixed rate obligations whose principal and interest payments are guaranteed by the United States of America through US AID (collectively, the "Government Obligations"), which Government Obligations are non-callable except at the option of the owner thereof and will mature on or before the date or dates when the payments with respect to the Series 2001 Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate sufficient without any further reinvestment to make all such payments, or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate sufficient without any further reinvestment to make all such payments on the Series 2002 Bonds and to (a) redeem the Series 2002 Bonds maturing on or after November 1, [____], (b) pay the Series 2002 Bonds maturing on [November _____] on their respective maturity dates, each at a price equal to 100% of the principal amount thereof plus accrued interest to the payment date. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent for application and payment, when due, of the principal of and/or interest on the Series 2002 Bonds.

All of the Series 2002 Bonds are now deemed to have been paid, and the payment of principal, interest and redemption price to the holders and owners of the Series 2002 Bonds shall hereafter be applied from the cash monies or Government Obligations.

* * *

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF ANY OF THE SERIES 2002 BONDS.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent

Date: _____, 2011

BNY MELLON Comments
6-9-11

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of ~~February~~June 1, 2011 (this "Escrow Deposit Agreement"), between **CARTERSVILLE SCHOOL DISTRICT** (the "School District"), a political subdivision of the State of Georgia, **CITY OF CARTERSVILLE, GEORGIA** (the "City"), a municipal corporation of the State of Georgia, and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, in its capacities as escrow agent (in such capacity, the "Escrow Agent") under this Escrow Deposit Agreement and as paying agent and bond registrar for the hereinafter defined Refunded Bonds (in such capacities, the "Refunded Bonds Paying Agent");

W I T N E S S E T H:

WHEREAS, pursuant to a joint resolution duly adopted by the City Council of the City of Cartersville (the "City Council") and the School District on November 15, 2001 (the "Series 2001 Resolution"), the City Council and the School District authorized the issuance of $10,000,000 in aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2001, dated November 1, 2001 (the "Series 2001 Bonds"); and

WHEREAS, pursuant to a joint resolution duly adopted by the City Council and the School District on November 7, 2002 (the "Series 2002 Resolution"), the City Council and the School District authorized the issuance of $6,000,000 in aggregate principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2002, dated November 1, 2002 (the "Series 2002 Bonds" and together with the Series 2001 Bonds, the "Refunded Bonds"); and

WHEREAS, the City and the School District, following extensive study and investigation, has determined that it is in the best interest of the School District that the outstanding Refunded Bonds be advance refunded in order to effect a savings in the debt service requirements on the City's now outstanding bonded indebtedness; as more fully described on Schedule "1" attached hereto; and

WHEREAS, to provide funds which will be used to refund the Refunded Bonds, the City will issue its General Obligation Refunding Bonds, Series 2011 (the "Series 2011 Bonds"), in the original aggregate principal amount of $[_____], pursuant to a joint resolution of the City Council and the School District authorizing the issuance of the Series 2011 Bonds adopted by the School District on December 13, 2010 and by the City Council on December 16, 2010, as supplemented on [_____, 2011]; and

WHEREAS, the City and the School District propose to deposit with the Escrow Agent (i) cash in an amount sufficient to make all payments with respect to the Refunded Bonds, (ii)(a) bonds or other obligations of the United States of America or of subsidiary corporations of the United States of America which as to principal and interest are fully and unconditionally guaranteed by the United States of America (including, but not limited to U.S. Treasury P&I

Strips and REFCORP Interest Strips), (b) obligations of agencies of the United States government issued by the Federal Home Loan Bank, or (c) fixed rate obligations whose principal and interest payments are guaranteed by the United States of America through US AID (collectively, the "Government Obligations"), which Government Obligations are non-callable except at the option of the owner thereof and will mature on or before the date or dates when the payments with respect to the Refunded Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate sufficient without any further reinvestment to make all such payments, or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate sufficient without any further reinvestment to make all such payments;

WHEREAS, such cash and Government Obligations will be irrevocably pledged to the payment of the Refunded Bonds as provided in this Escrow Deposit Agreement;

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

Section 1. The Refunded Bonds Paying Agent certifies that the Refunded Bonds are currently outstanding in the aggregate principal amount of $[_____].

Section 2. The Escrow Agent acknowledges receipt of the following:

(a) from the Bank of New York Mellon Trust Company, N.A., as paying agent for the Series 2011 Bonds, the sum of $[_____], representing all or a portion of the proceeds of the sale of the Series 2011 Bonds to be applied to the refunding of the Refunded Bonds; and

(b) a copy of the Verification Report of Grant Thornton LLP, dated February __, 2011 (the "Verification Report").

Section 3. There is hereby created by the School District and ordered established with the Escrow Agent, a special and irrevocable trust fund to be designated "City of Cartersville Escrow Deposit Fund 2011" (the "Escrow Deposit Fund"). The Escrow Agent acknowledges the establishment with it of said Escrow Deposit Fund and that it has applied the moneys described in **Section 2** of this Escrow Deposit Agreement, to which such application the City and the School District hereby consent, as follows:

(a) The sum of $[_____] has been applied to the purchase of the Government Obligations which are described in Schedule "2"; and

(b) The sum of $[_____] (the "Cash") is being held as an initial cash balance.

Section 4. The ~~Escrow Agent, the Refunded Bonds Paying Agent, the~~ City and the School District each ~~acknowledges~~**represent** and ~~agrees~~**warrant** that, based solely upon

the Verification Report, the principal of and the interest on the Government Obligations described on Schedule "2" as and when due and payable, together with the Cash, will provide lawful money of the United States of America sufficient to pay the principal of, premium (if any) and interest on, the Refunded Bonds, in such amounts as are set forth on Schedule "3" attached hereto and by this reference thereto made a part hereof (the "Defeasance Requirements"). To the extent any moneys remain in the Escrow Deposit Fund after the payment of the Defeasance Requirements, the Escrow Agent shall pay such excess moneys over to **the City and the School District as directed in writing by** the City and the School District.

Section 5. The Escrow Agent acknowledges and agrees that the Government Obligations and Cash referred to in Section 3 of this Escrow Deposit Agreement have been deposited in the Escrow Deposit Fund. The Escrow Agent agrees that any interest earned upon the Government Obligations shall be held for the credit of the Escrow Deposit Fund and shall not be reinvested.

Section 6. The deposit of the Government Obligations and Cash in the Escrow Deposit Fund constitutes an irrevocable deposit of the same in trust solely for the payment of the Defeasance Requirements in the amounts and on the dates shown on Schedule "3", subject only to the terms of this agreement.

Section 7. The Escrow Agent agrees to apply the proceeds of the Government Obligations and Cash held in the Escrow Deposit Fund, including specifically the interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall collect the principal of and interest on the Government Obligations held in the Escrow Deposit Fund as the same become due and payable, and shall pay to the Refunded Bonds Paying Agent from the Escrow Deposit Fund so much as shall be required to pay the principal of, redemption premium (if any) and interest on the Refunded Bonds as the same become due and payable or are redeemed as shown on Schedule "3". The liability of the Escrow Agent hereunder for the payment of the principal of, redemption premium (if any) and interest on the Refunded Bonds pursuant to this Escrow Agreement shall be limited to the application of moneys and the Government Obligations available for such purposes in the Escrow Deposit Fund in the manner set forth above.

Section 8. The City and the School District shall have the option to direct the Escrow Agent **in writing** to liquidate the Government Obligations in the Escrow Deposit Fund, and to direct the Escrow Agent **in writing** to re-invest the proceeds of the sale or liquidation of such Government Obligations into new obligations which constitute direct obligations of the United States Treasury or obligations fully guaranteed by the full faith and credit of the United States and which are not callable except at the option of the owner thereof (the "Substitute Government Obligations"), but only upon delivery to the Escrow Agent of (i) a verification report satisfactory to the Escrow Agent from a certified public accountant or a firm thereof demonstrating the adequacy and sufficiency of the cash in the Escrow Deposit Fund, together with the proceeds received from such Substitute Government Obligations, without further reinvestment, to pay the Defeasance Requirements and (ii) an opinion of **nationally recognized** bond counsel to the effect that such reinvestment will not result in interest on the Refunded Bonds being included in gross income for federal income tax purposes. From and after the date

of receipt of such items, and such Substitute Government Obligations, such Substitute Government Obligations shall constitute the "Government Obligations" for all purposes under this agreement.

Section 9. The City and the School District hereby irrevocably authorize and direct the Refunded Bonds Paying Agent to give notice of the deposit of the Government Obligations and Cash into the Escrow Deposit Fund, by first class mail, postage prepaid, in substantially the ~~form~~**forms** attached hereto as (i) Exhibit A to the owners of the Series 2001 Bonds and (ii) Exhibit B to the owners of the Series 2002 Bonds. The Refunded Bonds Paying Agent hereby agrees to give such notices.

Section 10. The City and the School District hereby irrevocably authorize and direct the Refunded Bonds Paying Agent to give notice of the redemption of the (i) Series 2001 Bonds maturing on or after November 1, 2011, by first class mail, postage prepaid, in the manner provided in the Series 2001 Resolution and (ii) Series 2002 Bonds maturing on or after November 1, 2012, by first class mail, postage prepaid, in the manner provided in the Series 2002 Resolution, and [not earlier than 60 days prior to [_____] (the "Redemption Date"), and not later than 30 days prior to the Redemption Date, to the owners of the Refunded Bonds. The Refunded Bonds Paying Agent hereby agrees to give such notice. The City and the School District hereby authorize the Refunded Bonds Paying Agent to use the Government Obligations and Cash deposited in the Escrow Deposit Fund relating to the Refunded Bonds to pay such Refunded Bonds at maturity and to pay the redemption price of the Refunded Bonds maturing therafter on the Redemption Date.

Section 11. The Government Obligations and Cash deposited in the Escrow Deposit Fund shall not be withdrawn or used for any purpose other than the purposes herein specified, and the owners of the Refunded Bonds shall have an express lien on the Government Obligations and all moneys in the Escrow Deposit Fund, from time to time until paid out, used and applied in accordance with this Escrow Deposit Agreement, subject to the provisions of **Section 6** of this Escrow Deposit Agreement.

Section 12. The City and the School District hereby irrevocably waive any right which it may have to call the Refunded Bonds for redemption other than in accordance with Schedule "3".

Section 13. If any one of more of the covenants or agreements provided in this Escrow Deposit Agreement on the part of the City, the School District, the Refunded Bonds Paying Agent or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Deposit Agreement.

Section 14. This Escrow Deposit Agreement shall be construed under, governed by and enforced in accordance with the laws of the State of Georgia.

Section 15. This Escrow Deposit Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 16. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 17. The City and the School District shall be jointly and severally liable for and shall pay the Escrow Agent's fees for services rendered hereunder and reasonable expenses (including extraordinary expenses described below) from funds of the City and/or the School District, other than those held hereunder. If the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify the City and the School District of the same in writing and the City and the School District shall promptly pay the Escrow Agent for such extraordinary fees, costs and expenses

(including reasonable attorney's fees, costs and expenses) reasonably and necessarily incurred in connection therewith.

Section 18. The Escrow Agent may resign at any time upon thirty (30) days written notice to the City and the School Board.

Section 19. Each of the City and the School Board acknowledge that the rights and protections (including any indemnifications) provided to the Refunded Bonds Paying Agent) under the documents relating to the Refunded Bonds shall be afforded the Refunded Bonds Paying Agent with respect to this Agreement.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CARTERSVILLE SCHOOL DISTRICT

By: _____
President

(SEAL)

Attest:

_____
Secretary

CITY OF CARTERSVILLE, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Refunded Bonds Paying Agent and as Escrow Agent

By: _____
Name:
Title:

(SEAL)

Attest:

_____
Name:
Title:

Schedule “1”

Description of the Refunded Bonds

Schedule “2”

Government Obligations and Cash

Schedule “3”

Defeasance Requirements

EXHIBIT A

PROVISION FOR PAYMENT

CITY OF CARTERSVILLE (GEORGIA)
GENERAL OBLIGATION BONDS, SERIES 2001

The holders and owners of the $10,000,000 in principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2001 (the "Series 2001 Bonds"), are hereby notified that The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of February 1, 2011, between the City of Cartersville and the Escrow Agent, (i) cash in an amount sufficient to make all payments with respect to the Series 2001 Bonds, (ii)(a) bonds or other obligations of the United States of America or of subsidiary corporations of the United States of America which as to principal and interest are fully and unconditionally guaranteed by the United States of America (including, but not limited to U.S. Treasury P&I Strips and REFCORP Interest Strips), (b) obligations of agencies of the United States government issued by the Federal Home Loan Bank, or (c) fixed rate obligations whose principal and interest payments are guaranteed by the United States of America through US AID (collectively, the "Government Obligations"), which Government Obligations are non-callable except at the option of the owner thereof and will mature on or before the date or dates when the payments with respect to the Series 2001 Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate sufficient without any further reinvestment to make all such payments, or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate sufficient without any further reinvestment to make all such payments on the Series 2001 Bonds and to (a) redeem the Series 2001 Bonds maturing on or after November 1, [____], (b) pay the Series 2001 Bonds maturing on [November _____] on their respective maturity dates, each at a price equal to 100% of the principal amount thereof plus accrued interest to the payment date. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent for application and payment, when due, of the principal of and/or interest on the Series 2001 Bonds.

All of the Series 2001 Bonds are now deemed to have been paid, and the payment of principal, interest and redemption price to the holders and owners of the Series 2001 Bonds shall hereafter be applied from the cash monies or Government Obligations.

* * *

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF ANY OF THE SERIES 2001 BONDS.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent

Date: _____, 2011

EXHIBIT B

PROVISION FOR PAYMENT

CITY OF CARTERSVILLE (GEORGIA)
GENERAL OBLIGATION BONDS, SERIES 2002

The holders and owners of the $6,000,000 in principal amount of City of Cartersville (Georgia) General Obligation Bonds, Series 2002 (the "Series 2002 Bonds"), are hereby notified that The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of February 1, 2011, between the City of Cartersville and the Escrow Agent, (i) cash in an amount sufficient to make all payments with respect to the Series 2002 Bonds, (ii)(a) bonds or other obligations of the United States of America or of subsidiary corporations of the United States of America which as to principal and interest are fully and unconditionally guaranteed by the United States of America (including, but not limited to U.S. Treasury P&I Strips and REFCORP Interest Strips), (b) obligations of agencies of the United States government issued by the Federal Home Loan Bank, or (c) fixed rate obligations whose principal and interest payments are guaranteed by the United States of America through US AID (collectively, the "Government Obligations"), which Government Obligations are non-callable except at the option of the owner thereof and will mature on or before the date or dates when the payments with respect to the Series 2001 Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate sufficient without any further reinvestment to make all such payments, or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate sufficient without any further reinvestment to make all such payments on the Series 2002 Bonds and to (a) redeem the Series 2002 Bonds maturing on or after November 1, [____], (b) pay the Series 2002 Bonds maturing on [November _____] on their respective maturity dates, each at a price equal to 100% of the principal amount thereof plus accrued interest to the payment date. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent for application and payment, when due, of the principal of and/or interest on the Series 2002 Bonds.

All of the Series 2002 Bonds are now deemed to have been paid, and the payment of principal, interest and redemption price to the holders and owners of the Series 2002 Bonds shall hereafter be applied from the cash monies or Government Obligations.

* * *

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF ANY OF THE SERIES 2002 BONDS.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent

Date: _____, 2011

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Contracts for Performing Services for Fiscal Year 2011-2012

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	Attached are seven contracts for those agencies that have been approved for funding from the City of Cartersville in the FY 2011-2012 budget. The amount approved is the same as last year. They are: • Cartersville-Bartow Library -$454,500 • Bartow Juvenile Court - $15,000 • Bartow Health Access - $2,000 • Cultural Arts Alliance - $51,000 • Good Neighbor House - $2,000 • Downtown Development Authority - $85,000 • Bartow County Library, Inc. - $1,200
City Manager's Remarks:	Recommended for your approval.
Financial/Budget Certification:	Included in FY 2011-2012 budget
Legal:	The contracts have been reviewed by the City Attorney's office
Associated Information:	Current E-verify and SAVE documents are on file for each of these agencies

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Bartow County Juvenile Court** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011-June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
135 Cherokee Avenue

Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____
Witness Matthew J. Santini, Mayor

_____ _____
Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of :

_____ By: _____
Witness

_____ Title: _____
Notary Public

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Cartersville-Bartow County Library System** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$454,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011-June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
429 W. Main Street
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____

Witness Matthew J. Santini, Mayor

_____ _____

Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of :

_____ By: _____

Witness

_____ Title: _____

Notary Public

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Bartow Health Access** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Bartow Health Access, Inc. is organized exclusively for charitable and educational purposes, to provide accessible health care for those without insurance; more specifically, to create premier health status in our community by enhancing, coordinating and providing plans and partnerships which address accessibility, accountability, prevention, education and information.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$2000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011 – June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
c/o Joanne M. Thurston
320 Cherokee Avenue, Suite 110
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____
Witness Matthew J. Santini, Mayor

_____ _____
Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of:

_____ By: _____
Witness

_____ Title: _____
Notary Public

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Good Neighbor House**

hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$2,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011 – June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Good Neighbor House
PO Box 664
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____
Witness Matthew J. Santini, Mayor

_____ _____
Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of :

_____ By: _____
Witness

_____ Title: _____
Notary Public

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Downtown Development Authority** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Administer the day-to-day revitalization efforts for the downtown Cartersville central business district.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$85,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011-June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Downtown Development Authority
One Friendship Plaza, Suite B
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____
Witness Matthew J. Santini, Mayor

_____ _____
Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of :

_____ By: _____
Witness

_____ Title: _____
Notary Public

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Cultural Arts Alliance** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$51,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011-June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance
Corrine Scott
PO Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____
Witness Matthew J. Santini, Mayor

_____ _____
Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of :

_____ By: _____
Witness

_____ Title: _____
Notary Public

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA COUNTY OF BARTOW

AGREEMENT made this _____ day of _____, 20_____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Bartow County Library, Inc.** hereinafter referred to as "Contractee."

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide a Learning Center for children and adults which includes resources and services to encourage learning and love for reading.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

$1200.00 per year to be paid at $300.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2011 – June 30, 2012

Section 4. Contractee shall by the fifth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

Bartow County Public Library, Inc.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. 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.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow County Library, Inc.
c/o Ann Robinson
29 Robinson Loop Road, SW
Cartersville, GA 30120

Bartow County Public Library, Inc.

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

_____ _____
Witness Matthew J. Santini, Mayor

_____ _____
Notary Public Connie Keeling, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed in the presence of :

_____ By: _____
Witness

_____ Title: _____
Notary Public

Bartow County Public Library, Inc.

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
First Amendment to Sewer Service Agreement with Emerson

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	MEMO To: Mayor and City Council From: E. Keith Lovell Date: June 8, 2011 Re: First Amendment to Sewer Agreement With Emerson Attached, please find the Sewer Agreement with Emerson to be Amended to allow LakePointe, LLC(Sports Complex) development to happen. The basics are as follows: 1. Commits an additional 1,850,000 gpd. 2. Give Emerson a total commitment of 3,850,000 gpd. 3. Same terms and conditions as previous agreement. 4. If not closed on by August 1, 2011 agreement terrminates 5. Emerson is to approve Monday, June 13, 2011. It is recommended by staff for your approval. EKL/src
City Manager's Remarks:	We have capacity available in wastewater plant for this development and more. It is one of the items that has allowed us to support the development at LakePointe in Emerson. Your approval of the agreement is recommemded.
Financial/Budget Certification:	
Legal:	Prepared by the City Attorney's office
Associated Information:	

**FIRST AMENDMENT TO SEWER SERVICE AGREEMENT
BETWEEN CITY OF CARTERSVILLE AND CITY OF EMERSON**

This First Amendment to the Sewer Service Agreement between City of Cartersville and City of Emerson dated ____ day of _____, _____ (hereinafter referred to as "Original Agreement") is between the City of Emerson, as party of the first part, hereinafter referred to as "Emerson", and the City of Cartersville, as party of the second part, hereinafter referred to as "Cartersville".

WITNESSETH

WHEREAS, the Original Agreement provided that based upon the conditions contained therein, that Emerson could discharge up to two million gallons per day (2,000,000 gpd) average over any 24 hour period or not more than two thousand gallons per minute (2,000 gpm) average rate of flow during any two (2) hour period into the Cartersville Sewerage System; and that no wastewater volume shall be discharged in excess of said amounts;

WHEREAS, a potential development LAKEPOINT SPORTING COMMUNITY & TOWN CENTER is proposed to be within the Emerson City limits and Emerson Sewer Service is proposed to said development;

WHEREAS, it is currently anticipated that said development, when fully developed will need a wastewater capacity of up to one million eight hundred and fifty thousand gallons per day (1,850,000 gpd) of wastewater capacity;

WHEREAS, Emerson currently does not have said wastewater capacity in its system; and

WHEREAS, in the interest of economic development for the community, Cartersville desires to provide said additional capacity to Emerson on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual benefits flowing to the partners hereto, they hereby agree as follows:

1. Except as provided for in this Amendment all terms and conditions of the Original Agreement shall remain in full force and effect.

2. The Amendment becomes effective when WATKINS ASSOCIATED DEVELOPERS, INC. or their successors or assigns closes on the BLANKINSHIP & GASKIN PROPERTIES, LLC property as indicated on Exhibit "A". In the event that said closing does not occur by August 1, 2011, this Agreement is terminated as of said date.

3. In the event that Emerson reaches capacity under the Original Agreement, they shall have the right to discharge to the Cartersville Sewerage System up to an additional average daily wastewater volume not to exceed one million eight hundred and fifty thousand gallons per day (1,850,000 gpd), for a total capacity of three million eight hundred and fifty gallons per day (3,850,000 gpd) on the terms and conditions indicated herein.

4. Upon Emerson reaching its capacity under the Original Agreement, it shall in writing request an increase in its capacity as allowed under this Amendment. Said request shall be made at least ninety (90) days prior to the commencement of said necessity for said wastewater capacity. Emerson shall provide the requested gallons per day over any 24 hour period and the average rate of flow in gallons per minute during any two hour period.

5. In the event Emerson's capacity is increased as provided by herein, the gallons per day average over any 24 hour period and gallons per minute average rate of flow over a two hour period as indicated in paragraph (1) of the Original Agreement shall be increased by the amount of new capacity released by Cartersville.

6.. The capacity provided herein is to be reduced as the property is built out if there is unused capacity. The right to the capacity as provided herein does not vest until Emerson reaches its capacity under the original agreement.

7. This Amendment shall be made a part of the Original Agreement and all terms and conditions applicable therein shall apply hereto.

IN WITNESS WHEREOF, the parties have by and through their respective duly authorized officers, hereunto and unto three (3) copies, set their respective signatures and seals, this _____ day of June, 2011.

CITY OF EMERSON, GEORGIA

BY:_____

ITS:_____

Attest:

_____

(SEAL)

CITY OF CARTERSVILLE, GEORGIA

BY:_____

ITS:_____

Attest:

_____

(SEAL)

Exhibit “A”

ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER

LOCATED IN:
LAND LOTS 682, 683, 685, 687, 688, 753, 754, 755, 756, 757, 758, 759, 760, 761, 826, 827, 828, 829, 830, 831, 831, 832, 897, 898, 899, 900, 901, 902, 903, 970, 971, 972, 973, 974, 975, 1042, 1043, 1044, 1045, 1046, 1116
OF THE 4TH DISTRICT, 3RD SECTION
AND
LAND LOTS 647, 649, 650 719, 720, 721, 722, 791, 792, 793, 863, 864, 865, 866, 935, 936, 937, 938, 1007, 1008, 1009, 1010, 1079, 1080
OF THE 21ST DISTRICT, 2ND SECTION

BARTOW COUNTY ~ CITY OF EMERSON ~ GEORGIA

PREPARED BY:
TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW Telephone (770) 922-6391
CONYERS, GEORGIA 30012 FAX (770) 922-0767

DATED: NOVEMBER 18, 2010

EASEMENTS

PARCELS: A, B, C, D, E, F, G, I, J, K, L, M, O, Q & R

In my opinion the following easements and other documents of record listed as exceptions to title in Schedule B, Section 2 of Stewart Title Guaranty AL.T.A. Commitment for Title Insurance, Commitment Number 1271.0125(O), effective date September 15, 2010, do affect the subject property and are located on the plat where the recorded description is sufficient to plot or approximate the general location:

10. Right of Way Deed between the Etowah Development Company, a Georgia corporation, and the Georgia Railway and Power Company, a Georgia corporation, dated February 10, 1927, recorded March 16, 1927 in Deed Book 63, Page 570, aforesaid Records. (affects Parcels A, D and N) (Contained within Cartersville – Big Shanty Transmission Line Easement in Land Lots 683, 685, 686, 755 & 756 of the 4th District, and Land Lot 793 of the 21st District – See Plat)
16. Right of Way Easement from The MB Company to Georgia Power Company, a corporation, dated May 31, 1948, recorded June 30, 1948 in Deed Book 90, Page 307, aforesaid Records (affects Parcel M) (Contained within Cartersville – Big Shanty Transmission Line Easement in Land Lots 1007, 1010, and 1079 of the 21st District – See Plat)
17. Right of Way Easement from Wilson M. Hardy, Fred W. Knight, et al, dated June 15, 1948, recorded February 1, 1949 in Deed Book 92, Page 91, aforesaid Records. (affects Parcel O – Not Plottable – Located within Land Lot 936 of the 21st District)
18. Drainage rights contained in Right of Way Deed from Fred W. Knight, Frank D. Smith, et al, to the State Highway Department of Georgia, dated February 28, 1950, recorded May 11, 1950 in Deed Book 93, Page 399, aforesaid Records (affects Parcel K – Not Plottable).
19. Reservation and easement contained in Deed between Mrs. Ora H. Howard and The MB Company, a Georgia corporation, dated June 22, 1943, recorded June 24, 1943 in Deed Book 80, Page 341, aforesaid Records. (affects Parcel M – Not Plottable)
20. Right of Way Easement from Wilson M. Hardy, Frank D. Smith, et al, to Georgia Power Company, dated June 1, 1948, recorded June 30, 1948 in Deed Book 90, Page 305, aforesaid Records (affects Parcels M and O) (Contained within Cartersville – Big Shanty Transmission Line Easement in Land Lots 864, 865, 936, 937 and 938 of the 21st District – See Plat)
21. Easement from Frank D. Smith, F. W. Knight, et al, to Georgia Power Company, dated May 27, 1950, recorded June 1, 1950 in Deed Book 83, Page 445, aforesaid Records (affects Parcel I and O – Not Plottable).
22. Drainage rights contained in Right of Way Deed from Frank D. Smith, Fred W. Knight, et al, to the State Highway Department of Georgia, dated February 28, 1950, recorded May 11, 1950 in Deed Book 94, Page 339, aforesaid Records. (affects Parcel J – Not Plottable)
24. Easement from Frank D. Smith, R. W. Knight, et al, to Georgia Power Company, dated April 9, 1952, recorded June 20, 1952 in Deed Book 97, Page 347, aforesaid Records. (affects Parcels A and I – Not Plottable)
26. Drainage rights contained in Right of Way Deed from Hale-Georgia Mineral Corp. to Bartow County, Georgia, dated June 26, 1951, recorded July 7, 1952 in Deed Book 97, Page 379, aforesaid Records. (affects Parcel D – Not Plottable)
27. Drainage rights contained in Right of Way Deed from Frank D. Smith, R. W. Knight, Exr., et al, to the State Highway Department of Georgia, dated September 24, 1952, recorded November 24, 1952 in Deed Book 99, Page 2, aforesaid Records. (affects Parcel A – Not Plottable)
28. Drainage rights contained in Right of Way Deed from Cecilia Abramson to the State Highway Department of Georgia, dated July 29, 1952, recorded November 24, 1952 in Deed Book 99, Page 13, aforesaid Records. (affects Parcel A and F – Not Plottable)
29. Drainage rights contained in Right of Way Deed from Frank D. Smith, R. W. Knight, Exr., et al to the State Highway Department of Georgia, dated December 15, 1952, recorded April 8, 1953 in Deed Book 99, Page 210, aforesaid Records. (affects Parcel A, B, C, F and G – Not Plottable).
30. Easement from Hale-Georgia Mineral Corp. to Georgia Power Company, dated May 19, 1953, recorded July 15, 1953 in Deed Book 99, Page 360, aforesaid Records. (affects Parcels B and E – Not Plottable)
31. Agreement from Frank D. Smith and T. E. Johnsey to Mobar Corporation, dated October 29, 1956, recorded October 29, 1956 in Deed Book 104, Page 336, aforesaid Records. (affects Parcel A, E and F – Not Plottable)
32. Rights contained in Deed between Va. W. Wilkinson and Margaret W. Wagar, heirs at law of Mell R. Wilkinson, and Frank D. Smith and Warren Akin, dated October 18, 1965, recorded in Deed Book 150, Page 333, aforesaid Records. (affects Parcels L, M & R – Not Plottable)
33. Reservation contained in Warranty Deed between Catherine S. Knight and Frank D. Smith, and W. E. Keeling, dated October 24, 1969, recorded October 29, 1969 in Deed Book 179, Page 99, aforesaid Records. (affects Parcel N – See Plat)
34. Drainage rights contained in Right of Way Deed between Frank D. Smith, Augusta W. Hardy, et al, and Bartow County, a political subdivision of the State of Georgia, dated November 15, 1971, recorded January 11, 1972 in Deed Book 201, Page 478, aforesaid Records. (affects Parcel A and G – Not Plottable)
35. Easement from Frank D. Smith, Catherine S. Knight, et al, to Bartow County, Georgia, dated February 8, 1971, recorded October 27, 1972 in Deed Book 211, Page 258, aforesaid Records (affects Parcel A and I – See Plat)
36. Limited access rights contained in Right of Way Deed from Thomas F. Forkner, Donald G. Perry, Jr., et al, to the Department of Transportation, dated October 30, 1974, recorded December 10, 1974 in Deed Book 249, Page 173, aforesaid Records. (affects Parcels A, I, M and O – See Plat) (Parcel I contains easements referenced in deed)
38. Limited access rights contained in Right of Way Deed from LaVista Bartow Properties, Inc., et al, to the Department of Transportation, dated October 30, 1974, recorded December 10, 1974 in Deed Book 249, Page 206, aforesaid Records. (affects Parcels A and O – See Plat)
39. Water Line Easement from Mrs. Susan H. Brownell, Frank D. Smith, et al, to the City of Emerson, dated July 6, 1982, recorded July 9, 1982 in Deed Book 429, Page 335, aforesaid records. (affects Parcel A – See Plat)
40. Limited access rights contained in Right of Way Deed from John S. Knight, Jr., et al, to the Department of Transportation, dated October 11, 1990, filed for record October 17, 1990 at 1:45 p.m., recorded in Deed Book 664, Page 456, aforesaid records. (affects Parcels L and M – See Plat)
41. Easement from Billie H. Smith and Fred W. Knight, Jr., to the City of Emerson, dated October 11, 1990, filed for record October 18, 1990 at 4:15 p.m., recorded in Deed Book 664, Page 603, aforesaid Records. (Affects Parcel A – Not Plottable)
42. Waterline Utility Easement from Lowndes County Historical Society to Bartow County, Georgia, dated October 9, 1997, filed for record October 30, 1997 at 10:41 a.m., recorded in Deed Book 1067, Page 431, aforesaid Records. (affects Parcel I – Not Plottable)
43. Waterline Utility Easement from John Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:41 a.m., recorded in Deed Book 1067, Page 436, aforesaid Records. (affects Parcel I – Not Plottable)
44. Waterline Utility Easement from Margaret Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:41 a.m., recorded in Deed Book 1067, Page 441, aforesaid Records. (affects Parcel I – Not Plottable)
45. Waterline Utility Easement from Margaret Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:41 a.m., recorded in Deed Book 1067, Page 446, aforesaid Records. (affects Parcel I – Not Plottable)
46. Waterline Utility Easement from Lowndes County Historical Society, Frank D. (Tony) Smith, et al, to Bartow County, Georgia, dated October 29, 1997, filed for record October 30, 1997 at 10:41 a.m., recorded in Deed Book 1067, Page 451, aforesaid Records. (affects Parcel J – Not Plottable)
47. Waterline Utility Easement from John Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:41 a.m., recorded in Deed Book 1067, Page 456, aforesaid Records. (affects Parcel J – Not Plottable)
48. Waterline Utility Easement from Margaret Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:42 a.m., recorded in Deed Book 1067, Page 461, aforesaid Records. (affects Parcel J – Not Plottable)
49. Waterline Utility Easement from Billie H. Phillips to Bartow County, Georgia, dated October 13, 1997, filed for record October 30, 1997 at 10:42 a.m., recorded in Deed Book 1067, Page 466, aforesaid Records. (affects Parcel J – Not Plottable)
50. Waterline Utility Easement from Lowndes County Historical Society to Bartow County, Georgia, dated October 13, 1997, filed for record October 30, 1997 at 10:42 a.m., recorded in Deed Book 1067, Page 471, aforesaid Records. (affects Parcel M – Not Plottable)
51. Waterline Utility Easement from John Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:42 a.m., recorded in Deed Book 1067, Page 475, aforesaid Records. (affects Parcel M – Not Plottable)
52. Waterline Utility Easement from John Knight, individually, to Bartow County, Georgia, dated October 7, 1997, filed for record October 30, 1997 at 10:42 a.m., recorded in Deed Book 1067, Page 479, aforesaid Records. (affects Parcel M – Not Plottable)
53. Easement contained in Condemnation in the Superior Court of Bartow County, Georgia, styled Georgia Power Company vs. 21.26 acres, more or less, situate, lying and being in Land Lots 754, 755, 838, 839, and 903 of the 4th Land District and Land Lots 864, 865, 936, 937, 938, 1007, 1008, 1010, and 1079, of the 21st Land District, Bartow County, Georgia, and Suzanne H. B. Phillips, et al, Civil Action File No. 1352, dated July 1, 1999, filed for record July 1, 1999 at 10:36 a.m., recorded in Deed Book 1224, Page 796, aforesaid Records (affects Parcels A, M and O) (Contained within Cartersville – Big Shanty Transmission Line Easement – See Plat)
54. Easement contained in Condemnation in the Superior Court of Bartow County, Georgia, styled Georgia Power Company vs. 6.68 acres, more or less, situate, lying and being in Land Lots 615, 683, 755, and 756 of the 4th Land District of Bartow County, Georgia, and Frank D. (Tony) Smith, et al, Civil Action File No. CV99-1352, dated June 30, 1999, filed for record July 1, 1999 at 10:36 a.m., recorded in Deed Book 1224, Page 812, aforesaid Records (affects Parcel A and Parcel O) (Contained within Cartersville – Big Shanty Transmission Line Easement – See Plat)
55. Easements contained in Limited Warranty Deed between the Lowndes County Historical Society (a Georgia nonprofit corporation), April 4, 2001, filed for record April 4, 2001 at 12:20 p.m., recorded in Deed Book 1379, Page 2, aforesaid Records. (affects Parcels A and O – See Plat)
56. Easements contained Limited Warranty Deed between Frank D. (Tony) Smith, Jr. and John S. Knight and M. S. Knight, LLC, dated April 4, 2001, filed for record April 4, 2001 at 12:20 p.m., recorded in Deed Book 1379, Page 5, aforesaid Records. (affects Parcels A and O – See Plat)
57. Easement between Suzanne Phillips and the Lowndes County Historical Society, and the Emerson Baptist Church, dated December 19, 2001, filed for record December 19, 2001 at 1:46 p.m., recorded in Deed Book 1472, Page 90, aforesaid Records. (affects Parcel K – See Plat)
58. Easement between Suzanne Phillips and the Lowndes County Historical Society, and the Emerson Baptist Church, dated December 19, 2001, filed for record December 19, 2001 at 1:46 p.m., recorded in Deed Book 1472, Page 101, aforesaid Records. (affects Parcel K – See Plat)
59. Ground Lease Agreement by and between Suzanne H. B. Phillips (1/3); John Knight (1/6); et al, and Rite Media LLC, dated August 6, 2000, filed for record April 15, 2002 at 2:42 p.m., recorded in Deed Book 1514, Page 516, aforesaid Records. (affects Parcel O – See Plat)
60. Ground Lease Agreement by and between Suzanne H. B. Phillips (1/3); John Knight (1/6); et al, and Rite Media LLC, dated August 6, 2000, filed for record April 15, 2002 at 2:46 p.m., recorded in Deed Book 1514, Page 531, aforesaid Records. (affects Parcel A – See Plat)
61. Ground Lease Agreement by and between Suzanne H. B. Phillips (1/3); John Knight (1/6); et al, and Rite Media LLC, dated August 6, 2000, filed for record April 15, 2002 at 2:46 p.m., recorded in Deed Book 1514, Page 546, aforesaid Records (affects Parcel A – See Plat).
62. Ground Lease Agreement by and between Suzanne H. B. Phillips (1/3); John Knight (1/6); et al, and Rite Media LLC, dated August 6, 2000, filed for record April 15, 2002 at 2:46 p.m., recorded in Deed Book 1514, Page 561, aforesaid Records. (affects Parcel O – See Plat)
63. Ground Lease Agreement by and between Suzanne H. B. Phillips (1/3); John Knight (1/6); et al, and Rite Media LLC, dated August 6, 2000, filed for record April 15, 2002 at 2:46 p.m., recorded in Deed Book 1514, Page 577, aforesaid Records. (affects Parcel A – See Plat)
64. Easement contained in Limited Warranty Deed by and between Frank D. (Tony) Smith, Jr., et al, and the County of Bartow, a political subdivision of the State of Georgia, dated November 26, 2001, filed for record October 1, 2002 at 9:44 a.m., recorded in Deed Book 1567, Page 435, aforesaid Records. (affects Parcel A – See Plat)
65. Easement contained in Limited Warranty Deed by and between Augusta W. Hinds Trust b/o Aurelius S. Hinds, II, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:45 a.m., recorded in Deed Book 1567, Page 441, aforesaid Records. (affects Parcel A – See Plat)
66. Easement contained in Limited Warranty Deed by and between Peter G. Hinds, II, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:47 a.m., recorded in Deed Book 1567, Page 442, aforesaid Records. (affects Parcel A – See Plat)
67. Easement contained in Limited Warranty Deed by and between The Chase Family Trust, Richard A. Chase and Kela H. Chase, Trustees, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:47 a.m., recorded in Wgc Book 1567, Page 453, aforesaid Records. (affects Parcel A – See Plat)
68. Easement contained in Limited Warranty Deed by and between William Wadsworth Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated October 16, 2001, filed for record October 1, 2002 at 9:48 a.m., recorded in Deed Book 1567, Page 459, aforesaid Records. (affects Parcel A – See Plat)
69. Easement contained in Limited Warranty Deed by and between James Wadsworth Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated October 16, 2001, filed for record October 1, 2002 at 9:48 a.m., recorded in Deed Book 1567, Page 466, aforesaid Records. (affects Parcel A – See Plat)
70. Easement contained in Limited Warranty Deed by and between Fleet National Bank, Trustees of Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:49 a.m., recorded in Deed Book 1567, Page 472, aforesaid Records. (affects Parcel A – See Plat)
71. Easement contained in Limited Warranty Deed by and between Charles Henry Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:49 a.m., recorded in Deed Book 1567, Page 478, aforesaid Records. (affects Parcel A – See Plat)
72. Easements contained in Limited Warranty Deed by and between Carolyn H. Ziegler, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:49 a.m., recorded in Deed Book 1567, Page 484, aforesaid Records. (affects Parcel A – See Plat)
73. Easements contained in Limited Warranty Deed by and Charles B. Hinds, III, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:49 a.m., recorded in Deed Book 1567, Page 490, aforesaid Records. (affects Parcel A – See Plat)
74. Easements contained in Limited Warranty Deed by and between John S. Knight, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:50 a.m., recorded in Deed Book 1567, Page 496, aforesaid Records. (affects Parcel A – See Plat)
75. Easements contained in Limited Warranty Deed by and between Margaret S. Knight, Trustee for the Remaining Trust of Estate of Fred W. Knight, Jr., et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:50 a.m., recorded in Deed Book 1567, Page 502, aforesaid Records. (affects Parcel A – See Plat)
76. Easement contained in Limited Warranty Deed by and between Margaret S. Knight, Trustee for the Remaining Trust of Estate of Fred W. Knight, Jr., et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:53 a.m., recorded in Deed Book 1567, Page 508, aforesaid Records. (affects Parcel A – See Plat)
77. Easements contained in Limited Warranty Deed by and between Frank D. (Tony) Smith, Jr., et al, and the County of Bartow, a political subdivision of the State of Georgia, dated November 26, 2001, filed for record October 1, 2002 at 9:53 a.m., recorded in Deed Book 1567, Page 514, aforesaid Records. (affects Parcel C – See Plat)
78. Easements contained in Limited Warranty Deed by and between Augusta W. Hinds Trust b/o Aurelius S. Hinds, II, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:54 a.m., recorded in Deed Book 1567, Page 520, aforesaid Records. (affects Parcel C – See Plat)
79. Easements contained in Limited Warranty Deed by and between Peter G. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:54 a.m., recorded in Deed Book 1567, Page 526, aforesaid Records. (affects Parcel C – See Plat)

EASEMENTS (CONT.)

PARCELS: A, B, C, D, E, F, G, I, J, K, L, M, O, Q & R

80. Easements contained in Limited Warranty Deed by and between The Chase Family Trust, Richard A. Chase and Kela H. Chase, Trustees, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:54 a.m., recorded in Deed Book 1567, Page 532, aforesaid Records. (affects Parcel C – See Plat)
81. Easements contained in Limited Warranty Deed by and between John S. Knight, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:55 a.m., recorded in Deed Book 1567, Page 538, aforesaid Records. (affects Parcel C – See Plat)
82. Easements contained in Limited Warranty Deed by and between Charles B. Hinds, III, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:55 a.m., recorded in Deed Book 1567, Page 544, aforesaid Records. (affects Parcel C – See Plat)
83. Easements contained in Limited Warranty Deed by and between Carol H. Ziegler, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:55 a.m., recorded in Deed Book 1567, Page 550, aforesaid Records. (affects Parcel C – See Plat)
84. Easement contained in Limited Warranty Deed by and between Charles Henry Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:55 a.m., recorded in Deed Book 1567, Page 556, aforesaid Records. (affects Parcel C – See Plat)
85. Easements contained in Limited Warranty Deed by and between Fleet National Bank, Trustees, Augusta W. Hinds Trust b/o Aurelius S. Hinds, II, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated May ____, 2001, filed for record October 1, 2002 at 9:56 a.m., recorded in Deed Book 1567, Page 562, aforesaid Records. (affects Parcel C – See Plat)
86. Easements contained in Limited Warranty Deed by and between James Wadsworth Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated October 16, 2001, filed for record October 1, 2002 at 9:56 a.m., recorded in Deed Book 1567, Page 568, aforesaid Records. (affects Parcel C – See Plat)
87. Easements contained in Limited Warranty Deed by and between William Carson Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, et al, and the County of Bartow, a political subdivision of the State of Georgia, dated October 19, 2001, filed for record October 1, 2002 at 9:57 a.m., recorded in Deed Book 1567, Page 574, aforesaid Records. (affects Parcel C – See Plat)
88. Waterline Easement from MS Knight, LLC, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 9:59 a.m., recorded in Deed Book 1567, Page 580, aforesaid Records. (affects Parcel A – See Plat)
89. Waterline Easement from John S. Knight to Bartow County, Georgia, dated _____, 2000, filed for record October 1, 2002 at 9:59 a.m., recorded in Deed Book 1567, Page 583, aforesaid Records. (affects Parcel A – See Plat)
90. Waterline Easement from Suzanne H. B. Phillips to Bartow County, Georgia, undated, filed for record October 1, 2002 at 9:59 a.m., recorded in Deed Book 1567, Page 586, aforesaid Records. (affects Parcel A – See Plat)
91. Waterline Easement from Lowndes County Historical Society to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:00 a.m., recorded in Deed Book 1567, Page 589, aforesaid Records. (affects Parcel A – See Plat)
92. Waterline Easement from Frank D. (Tony) Smith, Jr., to Bartow County, Georgia, dated November 26, 2000, filed for record October 1, 2002 at 10:00 a.m., recorded in Deed Book 1567, Page 592, aforesaid Records. (affects Parcel A – See Plat)
93. Waterline Easement from Margaret S. Knight, Remaining Trust of Estate of Fred W. Knight, Jr., to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:00 a.m., recorded in Deed Book 1567, Page 595, aforesaid Records. (affects Parcel A and G – See Plat)
94. Waterline Easement from Charles B. Hinds, III, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:00 a.m., recorded in Deed Book 1567, Page 601, aforesaid Records. (affects Parcel A and G – See Plat)
95. Waterline Easement from Carol H. Ziegler to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:01 a.m., recorded in Deed Book 1567, Page 607, aforesaid Records. (affects Parcel A and G – See Plat)
96. Waterline Easement from Charles Henry Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, to Bartow County, Georgia, dated October 16, 2001, filed for record October 1, 2002 at 10:01 a.m., recorded in Deed Book 1567, Page 613, aforesaid Records. (affects Parcel A and G – See Plat)
97. Waterline Easement from Fleet National Bank, Trustee, Augusta W. Hinds Trust b/o Aurelius S. Hinds, II, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:01 a.m., recorded in Deed Book 1567, Page 619, aforesaid Records. (affects Parcel A and G – See Plat)
98. Waterline Easement from James Wadsworth Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, to Bartow County, Georgia, dated October 16, 2001, filed for record October 1, 2002 at 10:01 a.m., recorded in Deed Book 1567, Page 625, aforesaid Records. (affects Parcel A and G – See Plat)
99. Waterline Easement from William Carson Hinds, successors in interest of Wadsworth L. Hinds and the Augusta W. Hinds Trust b/o Wadsworth L. Hinds, to Bartow County, Georgia, dated October 16, 2001, filed for record October 1, 2002 at 10:01 a.m., recorded in Deed Book 1567, Page 631, aforesaid Records. (affects Parcel A and G – See Plat)
100. Waterline Easement from William Carson Hinds, successors in interest of Augusta W. Hinds Trust b/o Aurelius S. Hinds, II, et al, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:02 a.m., recorded in Deed Book 1567, Page 637, aforesaid Records. (affects Parcel A and G – See Plat)
101. Waterline Easement from Peter G. Hinds, et al, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:02 a.m., recorded in Deed Book 1567, Page 643, aforesaid Records. (affects Parcel A and G – See Plat)
102. Waterline Easement from Frank D. (Tony) Smith, Jr., et al, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:02 a.m., recorded in Deed Book 1567, Page 649, aforesaid Records. (affects Parcel A and G – See Plat)
103. Waterline Easement from John S. Knight, et al, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:02 a.m., recorded in Deed Book 1567, Page 655, aforesaid Records. (affects Parcel A and G – See Plat)
104. Waterline Easement from The Chase Family Trust, Richard A. Chase and Kela H. Chase, Trustees, et al, to Bartow County, Georgia, undated, filed for record October 1, 2002 at 10:02 a.m., recorded in Deed Book 1567, Page 661, aforesaid Records. (affects Parcel A and G – See Plat)
105. Easements contained in Quitclaim Deed between Blankinship & Gaskin Properties, LLC, a Georgia limited liability company, and County of Bartow, a political subdivision of the State of Georgia, through the Bartow County Water and Sewer System, dated October 15, 2002, filed for record December 19, 2002 at 2:01 p.m., recorded in Deed Book 1597, Page 716, aforesaid (affects Parcel A and Parcel C – See Plat)
107. Sanitary Sewer Line Easement from Blankinship & Gaskin Properties, LLC, a corporation, to the City of Emerson, Georgia, dated July 24, 2006, filed for record July 26, 2006 at 4:15 p.m., recorded in Deed Book 2087, Page 706, aforesaid Records. (affects Parcel F – See Plat)
108. Sanitary Sewer Line Easement from Blankinship & Gaskin Properties, LLC, a corporation, to the City of Emerson, Georgia, dated July 24, 2006, filed for record July 26, 2006 at 4:15 p.m., recorded in Deed Book 2087, Page 709, aforesaid (affects Parcels J, K and M – See Plat)
109. Sanitary Sewer Line Easement from Blankinship & Gaskin Properties, LLC, a corporation, to the City of Emerson, Georgia, dated July 24, 2006, filed for record July 26, 2006 at 4:15 p.m., recorded in Deed Book 2087, Page 713, aforesaid. (affects Parcel A, C and G – See Plat)
111. Easement and limited access rights contained in Condemnation in the Superior Court of Bartow County, Georgia, styled Department of Transportation vs. 14.55 acres of land; certain easement rights; and certain access rights; and Blankinship & Gaskin Properties, LLC; Bank of North Georgia; Southern National Bank; and Crescent Bank and Trust Company, individually, Docket No. 07-CV-1631, dated May 1, 2007, filed for record May 11, 2007 at 2:37 p.m., recorded in Deed Book 2191, Page 229, aforesaid Records. (affects Parcels A and G – See Plat).
112. Easement and limited access rights contained in Condemnation in the Superior Court of Bartow County, Georgia, styled Department of Transportation vs. 32.38 acres of land; certain easement rights; and certain access rights; and Blankinship & Gaskin Properties, LLC; Bank of North Georgia; Southern National Bank; and Crescent Bank and Trust Company; Halliburton Energy Services, Inc. and Page Mine Properties, LLC, individually, Docket No. 07-cv-1586, dated May 1, 2007, filed for record May 11, 2007 at 2:37 p.m., recorded in Deed Book 2191, Page 242, aforesaid Records. (affects Parcels B, E and F – See Plat)
114. Easement from Blankinship & Gaskin Properties, LLC, to Georgia Power Company, dated July 10, 2009, filed for record August 11, 2009 at 3:21 p.m., recorded in Deed Book 2379, Page 333, aforesaid Records. (affects Parcel A – See Plat)
115. Easement from Blankinship & Gaskin Properties, LLC, to Georgia Power Company, dated July 10, 2009, filed for record August 11, 2009 at 3:21 p.m., recorded in Deed Book 2379, Page 339, aforesaid Records. (affects Parcel F – See Plat)
116. Drainage Easement Agreement by Blankinship & Gaskin Properties, LLC, and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation, dated January 28, 2010, filed for record February 2, 2010 at 10:08 a.m., recorded in Deed Book 2404, Page 549, aforesaid Records. (affects Parcel M – See Plat)
117. Utility Easement Agreement by Blankinship & Gaskin Properties, LLC, and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation, dated January 28, 2010, filed for record February 2, 2010 at 10:08 a.m., recorded in Deed Book 2404, Page 556, aforesaid Records. (affects Parcels J and M – Not Plottable)
118. Easement Agreement by and between Blankinship & Gaskin Properties, LLC, a Georgia limited liability company, and Allatoona Distribution, LLC, a Georgia limited liability company, dated June 18, 2010, filed for record June 25, 2010 at 12:23 p.m., recorded in Deed Book 2426, Page 648, aforesaid Records. (affects Parcels J and M – See Plat)
119. Easement contained in Condemnation in the Superior Court of Bartow County, Georgia, styled W. A. Railroad vs. Frank Smith, dated May 21, 1948, recorded in Minute Book BB, Page 381, aforesaid Records. (affects Parcel A, O, P and R – Not Plottable)

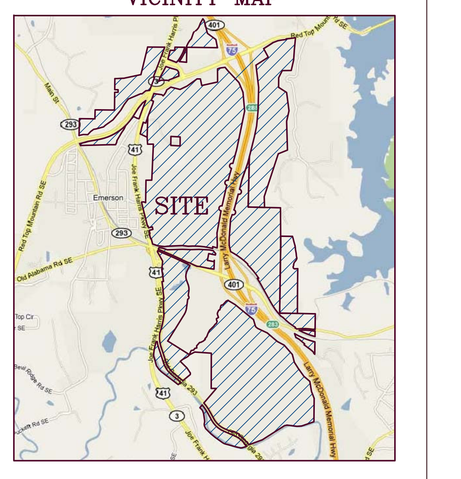
In my opinion the following easements and other documents of record listed as exceptions to title in Schedule B, Section 2 of Stewart Title Guaranty AL.T.A. Commitment for Title Insurance, Commitment Number 1271.0125(O), effective date September 15, 2010, may or may not affect the subject property and are not plottable due to insufficient descriptions in recorded documents:

9. Drainage rights contained in Right of Way Deed from J. W. Russell to The State Highway Board of Georgia, dated July 3, 1925, recorded August 1, 1925 in Deed Book 62, Page 282, aforesaid Records. (affects Parcel A) Affected by Agreement between J. W. Russell and Bartow County, Georgia, dated July 6, 1927, recorded July 8, 1927 in Deed Book 64, Page 152, aforesaid Records.
11. Drainage rights contained in Right of Way Deed from William B. Hale to the State Highway Board of Georgia, dated December 17, 1937, recorded February 2, 1938 in Deed Book 74, Page 169, aforesaid Records.
12. General Permit from Eli Abramsn [sic] to Southern Bell Telephone and Telegraph Company, dated April 11, 1940, recorded June 15, 1940 in Deed Book 76, Page 495, aforesaid Records.
13. Right of Way Easement from Frank D. Smith, Fred W. Knight, et al, to Western & Atlantic Railroad, dated February 13, 1940, recorded February 22, 1940 in Deed Book 76, Page 283, aforesaid Records.
14. Drainage rights contained in Right of Way Deed from Fred W. Knight, Frank D. Smith, et al, to the State Highway Board of Georgia, dated April 8, 1939, recorded April 17, 1940 in Deed Book 76, Page 399, aforesaid Records.
15. Drainage rights contained in Right of Way Deed from Mrs. Ora H. Howard to the State Highway Board of Georgia, dated March 23, 1939, recorded April 17, 1940 in Deed Book 76, Page 400, aforesaid Records.

In my opinion the following easements and other documents of record listed as exceptions to title in Schedule B, Section 2 of Stewart Title Guaranty AL.T.A. Commitment for Title Insurance, Commitment Number 1271.0125(O), effective date September 15, 2010, do not affect the subject property.

23. Easement from Hale-Georgia Mineral Corp. to Georgia Power Company, dated May 9, 1951, recorded May 11, 1951 in Deed Book 95, Page 365, aforesaid Records.
25. Drainage rights contained in Right of Way Deed from Hale-Georgia Mineral Corp. to Bartow County, Georgia, dated June 26, 1952, recorded July 7, 1952 in Deed Book 97, Page 377, aforesaid Records.
37. Limited access rights contained in Right of Way Deed from LaVista Bartow Properties, Inc., et al, to the Department of Transportation, dated October 30, 1974, recorded December 10, 1974 in Deed Book 249, Page 190, aforesaid Records.
106. Access Easement Agreement by and between Blankinship & Gaskin Properties, LLC, a Georgia limited liability company, and J. W. Long, Inc., a Georgia corporation, dated August 25, 2004, filed for record August 27, 2004 at 2:28 p.m., recorded in Deed Book 1833, Page 625, aforesaid Records.
110. Sanitary Sewer Line Easement from Blankinship & Gaskin Properties, LLC, a corporation, to the City of Emerson, Georgia, dated July 24, 2006, filed for record July 26, 2006 at 4:15 p.m., recorded in Deed Book 2087, Page 716, aforesaid Records.
113. Right of Way Deed from Ely-Wallace, LLC, and Blankinship & Gaskin Properties, LLC, to the City of Emerson, dated March 3, 2009, filed for record March 5, 2009 at 9:46 a.m., recorded in Deed Book 2348, Page 346, aforesaid Records.

VICINITY MAP


SITE
Emerson
Red Top Mountain Rd SE
Main St
Old Alabama Rd SE
Allatoona Pass Rd SE
Joe Frank Harris Pkwy SE
Top Cir SE
Church Rd SE
Lakepoint Resort Dr SE
Lakepoint Sporting Community Dr SE
Lakepoint Town Center Dr SE
Lakepoint Sporting Community Trail SE
Lakepoint Resort Trail SE
Lakepoint Town Center Trail SE
Lakepoint Resort Pkwy SE
Lakepoint Sporting Community Pkwy SE
Lakepoint Town Center Pkwy SE
Lakepoint Resort Ln SE
Lakepoint Sporting Community Ln SE
Lakepoint Town Center Ln SE
Lakepoint Resort Cir SE
Lakepoint Sporting Community Cir SE
Lakepoint Town Center Cir SE
Lakepoint Resort Rd SE
Lakepoint Sporting Community Rd SE
Lakepoint Town Center Rd SE
Lakepoint Resort Way SE
Lakepoint Sporting Community Way SE
Lakepoint Town Center Way SE
401
253
293
441
3
SE

LEGAL DESCRIPTIONS

Legal Description
Parcel A

All that tract or parcel of land lying and being in Land Lots 685, 754, 755, 756, 757, 758, 759, 760 826, 827, 828, 829, 830, 831, 832, 897, 898, 899 & 900 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning commence at Bartow County Survey Monument #301, which is a 3" Aluminum Disk stamped "BC301" (Northing: 1503738.558, Easting: 2119520.425), thence running North 57° 10' 36" East a distance of 520.19 feet to a ½" rebar found; thence North 89° 28' 04" East a distance of 224.99 feet to a ½" rebar found and the TRUE POINT OF BEGINNING, from point thus established and running thence North 03° 44' 26" West a distance of 273.26 feet to a 5/8" rebar found; thence North 01° 50' 52" East a distance of 780.99 feet to a 3/8" rebar found on the easterly Right of Way of U.S. Highway #41 (Variable R/W), said point being 200 feet from the centerline); thence along said Right of Way the following courses: North 20° 18' 06" East a distance of 89.65 feet to a Right of Way Monument found; thence North 20° 48' 37" East a distance of 473.05 feet to a ½" rebar found; thence North 13° 50' 38" East a distance of 83.42 feet to a point; thence North 69° 15' 32" West a distance of 88.32 feet to a ½" rebar found (said point being 100 feet from the centerline); thence North 20° 55' 18" East a distance of 280.26 feet to a Right of Way Monument found on the southerly Right of Way of Old Alabama Road (Variable R/W); thence along said Right of Way of Old Alabama Road the following courses: South 82° 06' 31" East a distance of 317.32 feet to a Right of Way Monument found; thence South 44° 09' 25" East a distance of 60.00 feet to a point; thence along a curve to the left having a radius of 544.70 feet and an arc length of North 74° 27' 35" East, being subtended by a chord of North 61° 35' 30" East a distance of 271.96 feet to a Right of Way Monument found; thence North 55° 34' 40" East a distance of 191.94 feet to a Right of Way Monument found; thence South 75° 53' 03" East a distance of 369.22 feet to a Right of Way Monument found; thence North 64° 17' 39" East a distance of 303.16 feet to a Right of Way Monument found; thence North 53° 41' 13" East a distance of 60.25 feet to a Right of Way Monument found; thence North 54° 38' 17" East a distance of 417.80 feet to a Right of Way Monument found; thence South 89° 25' 38" East a distance of 128.05 feet to a point; thence leaving said Right of Way and running South 11° 24' 34" East a distance of 259.82 feet to a ½" rebar found; thence North 77° 32' 49" East a distance of 629.63 feet to a ½" rebar found; thence North 00° 09' 36" West a distance of 508.75 feet to a ½" rebar found on the aforementioned Right of Way of Old Alabama Road; thence along said Right of Way along a curve to the left having a radius of 2441.83 feet and an arc length of 93.75 feet, being subtended by a chord of North 68° 48' 14" East for a distance of 93.75 feet to a Right of Way Monument found; thence continuing along said Right of Way North 82° 04' 12" East a distance of 206.23 feet to a Right of Way Monument found on the westerly Right of Way of Interstate #75 (Variable R/W); thence along said Right of Way the following courses: South 32° 15' 15" East a distance of 167.46 feet to a Right of Way Monument found; thence South 43° 14' 09" East a distance of 634.05 feet to a Right of Way Monument found; thence South 22° 25' 21" East a distance of 409.23 feet to a Right of Way Monument found; thence South 05° 05' 07" East a distance of 729.20 feet to a Right of Way Monument found; thence South 11° 34' 43" East a distance of 651.53 feet to a Right of Way Monument found; thence South 11° 40' 31" West a distance of 892.03 feet to a Right of Way Monument found; thence South 15° 34' 42" West a distance of 544.46 feet to a point; thence leaving said Right of Way and running along a curve to the left having a radius of 1100.00 feet and an arc length of 314.16 feet, being subtended by a chord of South 15° 34' 42" West for a distance of 200.00 feet to a point on the aforementioned Right of Way of Interstate #75; thence along said Right of Way of Interstate #75 South 15° 34' 42" West a distance of 478.18 feet to a point; thence leaving said Right of Way along a curve to the right having a radius of 100.00 feet and an arc length of 115.21 feet, being subtended by a chord of South 15° 16' 34" West for a distance of 200.00 feet to a point on the aforementioned Right of Way of Interstate #75; thence along said Right of Way South 12° 55' 26" West a distance of 821.02 feet to a point; thence leaving said Right of Way and running along a curve to the left having a radius of 100.00 feet and an arc length of 316.57 feet, being subtended by a chord of South 11° 10' 44" West for a distance of 199.99 feet to a point on the aforementioned Right of Way of Interstate #75; thence along said Right of Way the following courses: South 10° 29' 16" West a distance of 871.80 feet to a Right of Way Monument found; thence South 01° 39' 53" East a distance of 424.62 feet to a Right of Way Monument found; thence South 01° 38' 17" West a distance of 158.86 feet to a Right of Way Monument found on the northerly Right of Way of CSX Railroad (Variable R/W); thence running along said northerly Right of Way of CSX Railroad the following courses: North 73° 49' 02" West a distance of 182.14 feet to a Right of Way Monument found; North 61° 40' 07" West a distance of 68.71 feet to a point; thence along a curve to the left having a radius of 2889.29 feet and an arc length of 944.30 feet, being subtended by a chord of North 84° 44' 55" West for a distance of 940.10 feet to a point; thence South 88° 08' 09" West a distance of 17.83 feet to a Right of Way Monument found; thence North 88° 33' 44" West a distance of 222.17 feet to a point; thence South 87° 28' 06" West a distance of 577.05 feet to a point; thence South 83° 52' 24" West a distance of 109.73 feet to a point; thence along a curve to the right having a radius of 2831.79 feet and an arc length of 226.77 feet, being subtended by a chord of North 04° 38' 54" East for a distance of 276.66 feet to a point; thence North 70° 30' 05" West a distance of 207.67 feet to a point on the easterly Right of Way of U.S. Highway #41 (Variable R/W); thence along said Right of Way of U.S. Highway #41 the following courses: North 14° 04' 14" West a distance of 215.44 feet to a Right of Way Monument found; thence South 71° 32' 36" West a distance of 100.00 feet to a Right of Way Monument found; thence North 14° 10' 09" West a distance of 501.95 feet to a Right of Way Monument found; thence North 80° 20' 23" East a distance of 25.61 feet to a point; thence North 14° 11' 18" West a distance of 132.20 feet to a ½" rebar found; thence leaving said Right of Way and running North 75° 56' 55" East a distance of 150.26 feet to a ½" rebar found; thence North 15° 02' 26" West a distance of 99.92 feet to a ½" rebar found; thence South 76° 02' 21" West a distance of 150.09 feet to a ½" rebar found on the aforementioned easterly Right of Way of U.S. Highway #41; thence along said easterly Right of Way of U.S. Highway #41 the following courses: North 13° 50' 41" West a distance of 69.82 feet to a Right of Way Monument found; thence South 70° 55' 51" West a distance of 24.87 feet to a point; thence North 14° 01' 59" West a distance of 369.98 feet to a ½" rebar found; thence North 14° 04' 14" West a distance of 327.71 feet to a ½" rebar found; thence North 14° 07' 17" West a distance of 266.81 feet to a ½" rebar found; thence leaving said Right of Way and running North 76° 01' 08" East a distance of 30.67 feet to a ½" rebar found; thence along a curve to the right having a radius of 145.72 feet and an arc length of 104.28 feet, being subtended by a chord of South 34° 33' 48" East for a distance of 102.07 feet to a ½" rebar found; thence South 63° 07' 48" East a distance of 34.25 feet to a ½" rebar found on the Land Lot Line common to Land Lots 831 and 832; thence along said Land Lot Line North 00° 48' 58" East a distance of 874.39 feet to a 3" pipe found at the Land Lot Corner common to Land Lots 825, 826, 831 and 832; thence along said Land Lot Line common to Land Lots 826 and 831 North 88° 28' 12" East a distance of 225.00 feet to a ½" rebar found; thence leaving said Land Lot Line and running North 02° 31' 49" East a distance of 816.91 feet to a ½" rebar found; thence North 02° 32' 21" East a distance of 581.63 feet to a ½" rebar found; thence South 89° 28' 04" West a distance of 224.99 feet to a ½" rebar found and the TRUE POINT OF BEGINNING. Said property contains 463.452 acres.

Less and except that property in Land Lot 759 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia, which is owned by Bartow County and recorded in Deed Book 1567, Page 435, and being more particularly described as follows:

To reach the True Point of Beginning commence at Bartow County Survey Monument #301, which is a 3" Aluminum Disk stamped "BC301" (Northing: 1503738.558, Easting: 2119520.425), thence running North 57° 10' 36" East a distance of 520.19 feet to a ½" rebar found; thence North 89° 28' 04" East a distance of 224.99 feet to a ½" rebar found; thence South 85° 46' 33" East a distance of 679.78 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running North 00° 35' 03" East a distance of 350.00 feet to a point; thence South 86° 57' 07" East a distance of 360.17 feet to an ½" rebar found; thence South 00° 36' 41" West a distance of 349.96 feet to a ½" rebar found; thence North 86° 57' 28" West a distance of 360.00 feet to the TRUE POINT OF BEGINNING.

Legal Description
Parcel B

All that tract or parcel of land lying and being in Land Lots 687, 688, 753, 754, 760 & 761 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at a Right of Way Monument found at the intersection of the westerly Right of Way of U.S. Highway #41 (Variable R/W, said point being 100 feet from the centerline) and the northerly Right of Way of Old Alabama Road (Variable R/W), thence along said northerly Right of Way of Old Alabama Road South 84° 27' 09" West a distance of 148.14 feet to a Right of Way Monument found; thence South 50° 58' 29" West a distance of 187.99 feet to a Right of Way Monument found; thence South 89° 42' 31" West a distance of 58.86 feet to a Right of Way Monument found; thence South 66° 49' 01" West a distance of 519.39 feet to a Right of Way Monument found; thence South 36° 34' 51" West a distance of 261.46 feet to a Right of Way Monument found; thence South 30° 42' 22" West a distance of 262.87 feet to a Right of Way Monument found; thence South 39° 14' 32" West a distance of 476.49 feet to a Right of Way Monument found; thence South 54° 10' 21" West a distance of 370.33 feet to a Right of Way Monument found; thence South 48° 30' 05" West a distance of 88.43 feet to a Right of Way Monument found; thence South 74° 40' 09" West a distance of 301.42 feet to a Right of Way Monument found; thence South 89° 01' 39" West a distance of 96.23 feet to a Right of Way Monument found; thence South 53° 37' 37" West a distance of 147.09 feet to a Right of Way Monument found; thence South 42° 39' 39" West a distance of 160.71 feet to a Right of Way Monument found; thence North 88° 30' 37" West a distance of 1551.92 feet to a Right of Way Monument found; thence South 78° 36' 02" West a distance of 102.88 feet to a point; thence South 76° 13' 29" West a distance of 68.35 feet to a point on the Land Lot Line common to Land Lots 761 and 762; thence running along said Land Lot Line North 01° 20' 48" East a distance of 1,267.56 feet to a ½" rebar found; thence leaving said Land Lot Line South 89° 14' 57" East a distance of 600.09 feet to a ½" rebar found; thence North 01° 31' 19" East a distance of 349.96 feet to a ½" rebar found on the Land Lot Line common to Land Lots 752 and 761; thence running along said Land Lot Line South 89° 15' 49" East a distance of 752.61 feet to a ½" pipe found at the Land Lot corner common to Land Lots 752, 753, 760 and 761; thence running along Land Lot Line common to Land Lots 760 and 753 North 00° 48' 18" East a distance of 691.90 feet to a ½" rebar found; thence leaving said Land Lot Line and running South 89° 18' 15" East a distance of 130.05 feet to a ½" rebar found; thence North 64° 54' 20" East a distance of 99.99 feet to a ½" rebar found; thence North 89° 17' 37" West a distance of 130.16 feet to a ½" rebar found on the aforementioned Land Lot Line; thence along said Land Lot Line North 00° 40' 52" East a distance of 430.61 feet to a 1" pipe found at the Land Lot corner common to Land Lots 688, 689, 752 and 753; thence running along Land Lot Line common to Land Lots 688 and 753 North 87° 26' 29" East a distance of 353.74 feet to a ½" rebar found; thence leaving said Land Lot Line and running North 77° 59' 41" East a distance of 672.31 feet to a ½" rebar found; thence North 13° 43' 47" East a distance of 1100.91 feet to a rail found at the Land Lot corner common to Land Lots 681, 682, 687 and 688; thence running along said Land Lot Line common to Land Lots 682 and 687 South 89° 39' 07" East a distance of 664.67 feet to a point on the westerly Right of Way of U.S. Highway #41; thence along said Right of Way the following courses: South 20° 58' 28" West a distance of 1242.34 feet to a Right of Way Monument found; thence South 20° 58' 02" East a distance of 100.00 feet to a Right of Way Monument found (said point being 100 feet from the centerline); thence South 20° 42' 44" West a distance of 535.80 feet to a Right of Way Monument found and the POINT OF BEGINNING. Said property contains 62.177 acres.

Legal Description
Parcel C

All that tract or parcel of land lying and being in Land Lot 687 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at an ½" rebar found being the intersection of the easterly Right of Way of U.S. Highway #41 (Variable R/W) and the northerly Right of Way of Relocated Red Top Mountain Road (Variable R/W), thence along said easterly Right of Way of U.S. Highway #41 North 14° 08' 37" East a distance of 299.44 feet to a point; thence continuing along said easterly Right of Way of U.S. Highway #41 North 22° 29' 57" East a distance of 54.20 feet to a point; thence leaving said Right of Way and running South 89° 15' 04" East a distance of 175.00 feet to a ½" rebar found; thence North 00° 44' 56" East a distance of 125.00 feet to a point on the Land Lot Line common to Land Lots 682 and 687; thence along said Land Lot Line South 89° 15' 06" East a distance of 381.93 feet to a point on the westerly Right of Way of Peach Orchard Road (60' R/W at this point); thence along said westerly Right of Way of Peach Orchard Road the following courses: South 16° 23' 54" West a distance of 29.53 feet to a point; thence along a curve to the right having a radius of 1406.00 feet and an arc length of 388.89 feet, being subtended by a chord of South 24° 19' 19" West for a distance of 387.65 feet to a point; thence South 32° 17' 54" West a distance of 169.55 feet to a Right of Way Monument found at the intersection of the westerly Right of Way of Peach Orchard Road and the northerly Right of Way of Relocated Red Top Mountain Road (Variable R/W); thence along said Right of Way of Relocated Red Top Mountain Road South 89° 33' 23" West a distance of 89.34 feet to a Right of Way Monument found; thence along said Right of Way of Relocated Red Top Mountain Road North 68° 49' 23" West a distance of 351.65 feet to the POINT OF BEGINNING. Said property contains 5.492 acres.

Legal Description
Parcel D

All that tract or parcel of land lying and being in Land Lot 682, 683 and 687 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the southeasterly Right of Way of Peach Orchard Road (60' R/W at this point) and the northerly Right of Way of Relocated Red Top Mountain Road (Variable R/W), thence along said easterly Right of Way of Peach Orchard Road the following courses: North 32° 15' 13" East a distance of 167.93 feet to a point; thence along a curve to the left having a radius of 1466.00 feet and an arc length of 405.48 feet, being subtended by a chord of North 24° 19' 19" East for a distance of 404.19 feet to a point; thence North 16° 08' 34" East a distance of 46.21 feet to a point; thence along a curve to the right having a radius of 741.70 feet and an arc length of 208.20 feet, being subtended by a chord of North 24° 19' 05" East for a distance of 207.52 feet to a point; thence along a curve to the right having a radius of 741.70 feet and an arc length of 180.65 feet, being subtended by a chord of North 37° 45' 26" East for a distance of 180.20 feet to a point; thence North 19° 11' 12" East a distance of 240.49 feet to a point; thence along a curve to the right having a radius of 90.13 feet and an arc length of 60.02 feet, being subtended by a chord of North 30° 42' 54" East for a distance of 58.92 feet to a point; thence North 55° 48' 50" East a distance of 57.07 feet to a point; thence along a curve to the left having a radius of 396.77 feet and an arc length of 245.86 feet, being subtended by a chord of North 38° 04' 41" East for a distance of 241.97 feet to a point; thence North 20° 20' 29" East a distance of 28.42 feet to a point; thence North 28° 51' 34" East a distance of 197.99 feet to a point on the westerly Right of Way of Interstate #75 (Variable R/W); thence along said Right of Way the following courses: South 35° 16' 01" East a distance of 90.16 feet to a Right of Way Monument found; thence South 34° 29' 09" East a distance of 510.03 feet to a Right of Way Monument found; thence South 53° 47' 55" East a distance of 404.13 feet to a Right of Way Monument found; thence South 10° 59' 19" East a distance of 333.43 feet to a bolt found at the Land Lot corner common to Land Lots 683, 684, 685 and 686; thence along said Land Lot Line common to Land Lots 683 and 686 North 89° 15' 48" West a distance of 1190.21 feet to a 1" rebar found at the Land Lot corner common to Land Lots 682, 683, 686 and 687; thence along said Land Lot Line common to Land Lots 686 and 687 South 01° 04' 52" West a distance of 580.34 feet to a 1/2" rebar found on the northeasterly Right of Way of Relocated Red Top Mountain Road (Variable R/W); thence along said Right of Way North 84° 40' 37" West a distance of 277.89 feet to the POINT OF BEGINNING. Said property contains 17.196 acres.

Legal Description
Parcel E

All that tract or parcel of land lying and being in Land Lots 760 and 761of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning commence at Bartow County Survey Monument #301, which is a 3" Aluminum Disk stamped "BC301" (Northing: 1503738.558, Easting: 2119520.425), thence running North 71° 59' 24" West a distance of 847.04 feet to a ½" rebar found on the easterly Right of Way of Interstate #75 (Variable R/W) and running thence North 89° 49' 00" West a distance of 249.35 feet to a 1" crimp top pipe found; thence South 88° 23' 53" West a distance of 1112.42 feet to a ½" rebar found on the easterly Right of Way of CSX Railroad; thence along said Right of Way North 22° 27' 11" West a distance of 78.42 feet to a Right of Way Monument found on the southerly Right of Way of Old Alabama Road (Variable R/W); thence along said Right of Way of Old Alabama Road the following courses: North 76° 17' 46" East a distance of 199.53 feet to a Right of Way Monument found; thence North 73° 18' 05" East a distance of 132.53 feet to a Right of Way Monument found; thence North 80° 02' 46" East a distance of 395.69 feet to a Right of Way Monument found; thence along a curve to the left having a radius of 2048.86 feet and an arc length of 1235.01 feet, being subtended by a chord of North 62° 41' 21" East for a distance of 1216.40 feet to a point; thence leaving said Right of Way and running South 25° 20' 20" West a distance of 168.25 feet to an angle iron found; thence South 35° 06' 13" West a distance of 163.75 feet to an angle iron found; thence South 30° 14' 33" West a distance of 351.33 feet to a 1 ¼" open top pipe found; thence South 11° 36' 36" West a distance of 24.58 feet to a ½" rebar found; thence South 24° 22' 09" West a distance of 100.09 feet to the TRUE POINT OF BEGINNING. Said property contains 8.826 acres.

Legal Description
Parcel F

All that tract or parcel of land lying and being in Land Lots 753 and 760 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at a Right of Way Monument found at the intersection of the westerly Right of Way of U.S. Highway #41 (Variable R/W, said point being 100 feet from the centerline) and the southerly Right of Way of Old Alabama Road (Variable R/W), thence along said westerly Right of Way of U.S. Highway #41 the following courses: South 20° 58' 15" West a distance of 503.62 feet to a point; thence running along a curve to the left having a radius of 5829.65 feet and an arc length of 250.64 feet, being subtended by a chord of South 19° 26' 06" West for a distance of 250.62 feet to an iron pin set; thence North 71° 37' 54" West a distance of 90.13 feet to a Right of Way Monument found; thence leaving said Right of Way and running North 63° 54' 01" West a distance of 158.74 feet to a point on the southeasterly Right of Way of Old Alabama Road (Variable R/W); thence along said Right of Way the following courses: North 32° 30' 47" East a distance of 382.85 feet to a Right of Way Monument found; thence North 32° 26' 52" East a distance of 255.19 feet to a Right of Way Monument found; thence North 54° 20' 56" East a distance of 151.41 feet to a Right of Way Monument found and the POINT OF BEGINNING. Said property contains 2.624 acres.

Legal Description
Parcel G

All that tract or parcel of land lying and being in Land Lots 687 and 754 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at a ½" rebar found being the intersection of the easterly Right of Way of U.S. Highway #41 (Variable R/W) and the southerly Right of Way of Relocated Red Top Mountain Road (Variable R/W), thence along said Right of Way of Relocated Red Top Mountain Road South 52° 11' 53" East a distance of 167.93 feet to a Right of Way Monument found; thence South 74° 28' 33" East a distance of 149.78 feet to a Right of Way Monument found; thence South 64° 43' 02" East a distance of 72.56 feet to a Right of Way Monument found; thence along a curve to the left having a radius of 342.89 feet and an arc length of 94.05 feet, being subtended by a chord of South 31° 18' 55" East for a distance of 93.75 feet to a point; thence South 03° 52' 48" East a distance of 140.43 feet to a Right of Way Monument found on the northerly Right of Way of Old Alabama Road (Variable R/W); thence along said Right of Way the following courses: South 68° 22' 32" West a distance of 409.90 feet to a Right of Way Monument found; thence South 15° 17' 23" West a distance of 37.43 feet to a Right of Way Monument found; thence North 71° 49' 11" West a distance of 58.89 feet to a Right of Way Monument found; thence North 88° 33' 44" West a distance of 237.64 feet to a Right of Way Monument found; thence South 68° 11' 54" West a distance of 113.42 feet to a Right of Way Monument found on the easterly Right of Way of U.S. Highway #41 (Variable R/W, said point being 100 feet from the centerline); thence along said Right of Way of U.S. Highway #41 North 20° 25' 49" East a distance of 128.46 feet to a point; thence continuing along said Right of Way of U.S. Highway #41 North 27° 47' 47" East a distance of 511.37 feet to a ½" rebar found and the POINT OF BEGINNING. Said property contains 6.180 acres.

Legal Description
Parcel H

All that tract or parcel of land lying and being in Land Lots 898, 901, 902 & 903 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at a Right of Way Monument being the intersection of the westerly Right of Way of Interstate #75 (Variable R/W) and the northerly Right of Way of Old Allatoona Road (Variable R/W), from point thus established and running along said Right of Way of Old Allatoona Road the following courses: thence North 81° 15' 08" West a distance of 214.01 feet to a Right of Way Monument found; thence North 78° 50' 26" West a distance of 346.68 feet to a point; thence North 83° 38' 04" West a distance of 118.63 feet to a point; thence North 66° 14' 36" West a distance of 110.90 feet to a point; thence North 64° 36' 19" West a distance of 232.60 feet to a point; thence South 28° 41' 36" West a distance of 10.12 feet to a point; thence North 66° 08' 55" West a distance of 605.03 feet to a ½" rebar found; thence North 45° 02' 20" West a distance of 685.14 feet to a ½" rebar found; thence leaving said Right of Way and running North 22° 43' 40" East a distance of 68.28 feet to a point on the southerly Right of Way of CSX Railroad (Variable R/W); thence along said right of way the following courses: along a curve to the left having a radius of 2897.79 feet and an arc length of 727.76 feet, being subtended by a chord of South 83° 01' 31" East for a distance of 725.75 feet to a point; thence South 71° 12' 18" East a distance of 211.48 feet to a point; thence North 88° 11' 17" East a distance of 584.69 feet to a point; thence South 88° 01' 50" East a distance of 341.61 feet to a ½" rebar found; thence North 89° 09' 22" East a distance of 599.54 feet to a point; thence South 87° 13' 36" East a distance of 411.28 feet to a point; thence South 77° 53' 05" East a distance of 147.52 feet to a point; thence South 39° 48' 24" East a distance of 149.62 feet to a Right of Way Monument found on the westerly Right of Way of Interstate #75 (Variable R/W); thence along said Right of Way of Interstate #75 South 13° 57' 59" West a distance of 52.76 feet to a 3" pipe found; thence leaving said Right of Way and running North 78° 42' 18" West a distance of 264.89 feet to a 3" pipe found; thence South 10° 32' 30" West a distance of 266.70 feet to a point; thence South 79° 04' 34" East a distance of 257.89 feet to a 3" pipe found; thence North 12° 50' 19" East a distance of 56.61 feet to a Right of Way Monument found on the westerly Right of Way of Interstate #75 (Variable R/W); thence along said Right of Way South 01° 37' 20" West a distance of 347.93 feet to a Right of Way Monument found and the POINT OF BEGINNING. Said property contains 20.598 acres.

Legal Description
Parcel J

All that tract or parcel of land lying and being in Land Lots 902, 903, 970, 971, 974, 975, 1042 and 1043 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the southerly Right of Way of Old Allatoona Road (Variable R/W) and the easterly Right of Way of U.S. Highway #41 (Variable Right of Way), thence along said Right of Way of Old Allatoona Road the following courses: South 66° 44' 57" East a distance of 684.01 feet to a point; thence South 65° 07' 55" East a distance of 624.07 feet to a point; thence South 27° 16' 55" West a distance of 8.05 feet to a point; thence South 64° 10' 19" East a distance of 89.42 feet to a ½" rebar found; thence leaving said Right of Way and running South 27° 25' 43" West a distance of 230.31 feet to a ½" rebar found; thence along a curve to the left having a radius of 470.05 feet and an arc length of 389.62 feet, being subtended by a chord of South 03° 40' 48" West for a distance of 378.56 feet to a ½" rebar found; thence South 20° 03' 34" East a distance of 145.45 feet to a ½" rebar found; thence South 20° 03' 34" East a distance of 28.88 feet to a ½" rebar found; thence along a curve to the right having a radius of 530.00 feet and an arc length of 218.10 feet, being subtended by a chord of South 08° 07' 02" East for a distance of 255.56 feet to a ½" rebar found; thence South 07° 50' 01" West a distance of 167.99 feet to a ½" rebar found; thence along a curve to the left having a radius of 25.00 feet and an arc length of 22.62 feet, being subtended by a chord of South 18° 01' 21" East for a distance of 21.90 feet to a ½" rebar found; thence along a curve to the right having a radius of 80.00 feet and an arc length of 157.00 feet, being subtended by a chord of South 12° 06' 23" West for a distance of 132.99 feet to a point; thence South 07° 46' 58" West a distance of 356.27 feet to a ½" rebar found; thence along a curve to the right having a radius of 580.00 feet and an arc length of 242.69 feet, being subtended by a chord of South 19° 49' 15" West for a distance of 240.92 feet to a ½" rebar found; thence South 31° 48' 29" West a distance of 1205.02 feet to a ½" rebar found; thence along a curve to the right having a radius of 80.00 feet and an arc length of 20.61 feet, being subtended by a chord of South 37° 25' 27" West for a distance of 20.56 feet to a ½" rebar found; thence South 57° 57' 27" East a distance of 1003.28 feet to a point; thence South 45° 14' 34" West a distance of 100.99 feet to a "+" post found; thence South 60° 27' 28" West a distance of 235.53 feet to a ½" rebar found; thence South 50° 46' 54" West a distance of 376.17 feet to a ½" rebar found; thence South 45° 17' 42" East a distance of 364.10 feet to a 2 ½" pipe and cap found; thence South 33° 57' 58" East a distance of 241.93 feet to a 2 ½" pipe and cap found; thence South 05° 05' 08" West a distance of 55.31 feet to a 2 ½" pipe and cap found; thence South 61° 07' 37" West a distance of 376.17 feet to a ½" rebar found; thence North 29° 52' 23" West a distance of Georgia Highway 293 (Variable R/W); thence along said right of Way of Georgia Highway 293 the following courses: North 50° 14' 51" West a distance of 485.22 feet to a ½" rebar found; thence along a curve to the right having a radius of 908.68 feet and an arc length of 540.58 feet, being subtended by a chord of North 66° 47' 23" West for a distance of 500.67 feet to a ½" rebar found; thence North 18° 08' 11" West a distance of 508.48 feet to a point; thence North 18° 09' 45" West a distance of 114.46 feet to a point; thence along a curve to the right having a radius of 1189.19 feet and an arc length of 240.58 feet, being subtended by a chord of North 06° 23' 23" West for a distance of 535.94 feet to a point; thence North 19° 01' 01" East a distance of 31.44 feet to a ½" rebar found; thence along a curve to the left having a radius of 3039.93 feet and an arc length of 763.22 feet, being subtended by a chord of North 11° 49' 56" East for a distance of 761.21 feet to a ½" rebar found; thence North 86° 07' 16" West a distance of 14.75 feet to a ½" rebar found on the easterly Right of Way of U.S. Highway #41 (Variable R/W); thence along said Right of Way the following courses: North 01° 01' 59" West a distance of 578.25 feet to a point; thence North 83° 33' 22" East a distance of 20.00 feet to a point; thence North 07° 31' 44" West a distance of 303.60 feet to a ½" rebar found; thence North 84° 30' 31" East a distance of 9.98 feet to a point; thence North 07° 36' 27" West a distance of 345.28 feet to a ½" rebar found; thence North 82° 15' 12" East a distance of 60.01 feet to a ½" rebar found; thence North 08° 06' 59" West a distance of 423.63 feet to a point; thence North 08° 08' 51" East a distance of 320.51 feet to a point; thence North 29° 29' 20" West a distance of 423.18 feet to a ½" rebar found; thence North 23° 20' 40" East a distance of 38.96 feet to the POINT OF BEGINNING. Said property contains 83.991 acres.

Legal Description
Parcel K

All that tract or parcel of land lying and being in Land Lots 975, 1042 and 1043 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

To reach the true point of beginning commence at a 2 ½" pipe at the Land Lot corner common to Land Lots 1043, 1044, 1045 & 1046, thence running North 78° 50' 43" West a distance of 1202.24 feet to a ½" rebar found on the southerly Right of Way of Georgia 293 (Variable R/W, said point being 50' from the centerline) and the TRUE POINT OF BEGINNING, from point thus established and leaving said Right of Way and running South 49° 57' 23" West a distance of 132.46 feet to a point in the center of Pumpkinvine Creek; thence running said centerline of Pumpkinvine Creek the following courses: North 52° 39' 33" West a distance of 819.17 feet to a point; thence North 45° 20' 35" West a distance of 135.62 feet to a point; thence North 11° 39' 51" West a distance of 179.91 feet to a point; thence North 14° 57' 17" West a distance of 230.76 feet to a point; thence North 18° 16' 03" West a distance of 165.77 feet to a point on the easterly Right of Way of U.S. Highway #41 (Variable R/W, said point being 150 feet from the centerline); thence running along said Right of Way along a curve to the right having a radius of 2142.01 feet and an arc length of 559.28 feet, being subtended by a chord of North 11° 01' 59" East for a distance of 557.69 feet to a Right of Way Monument found on the easterly Right of Way of U.S. Highway #41 (said point being the aforementioned point of the Right of Way miter where U.S. Highway #41 and Georgia Highway 293 merge), from point thus established and running along miter North 78° 42' 03" East a distance of 37.57 feet to a point on the westerly Right of Way of Georgia Highway 293 (Variable R/W, said point being 50 feet from the centerline); thence running along said Right of Way of Georgia Highway 293 the following courses: along a curve to the left having a radius of 1289.18 feet and an arc length of 246.01 feet, being subtended by a chord of South 12° 41' 45" East for a distance of 245.64 feet to a point; thence South 18° 09' 45" East a distance of 114.41 feet to a point; thence South 18° 08' 11" East a distance of 508.47 feet to a point; thence along a curve to the left having a radius of 958.68 feet and an arc length of 563.03 feet, being subtended by a chord of South 34° 07' 06" East for a distance of 555.76 feet to a point; thence South 50° 15'49" East a distance of 467.45 feet to a ½" rebar found and the TRUE POINT OF BEGINNING. Said property contains 6.980 acres.

Legal Description
Parcel L

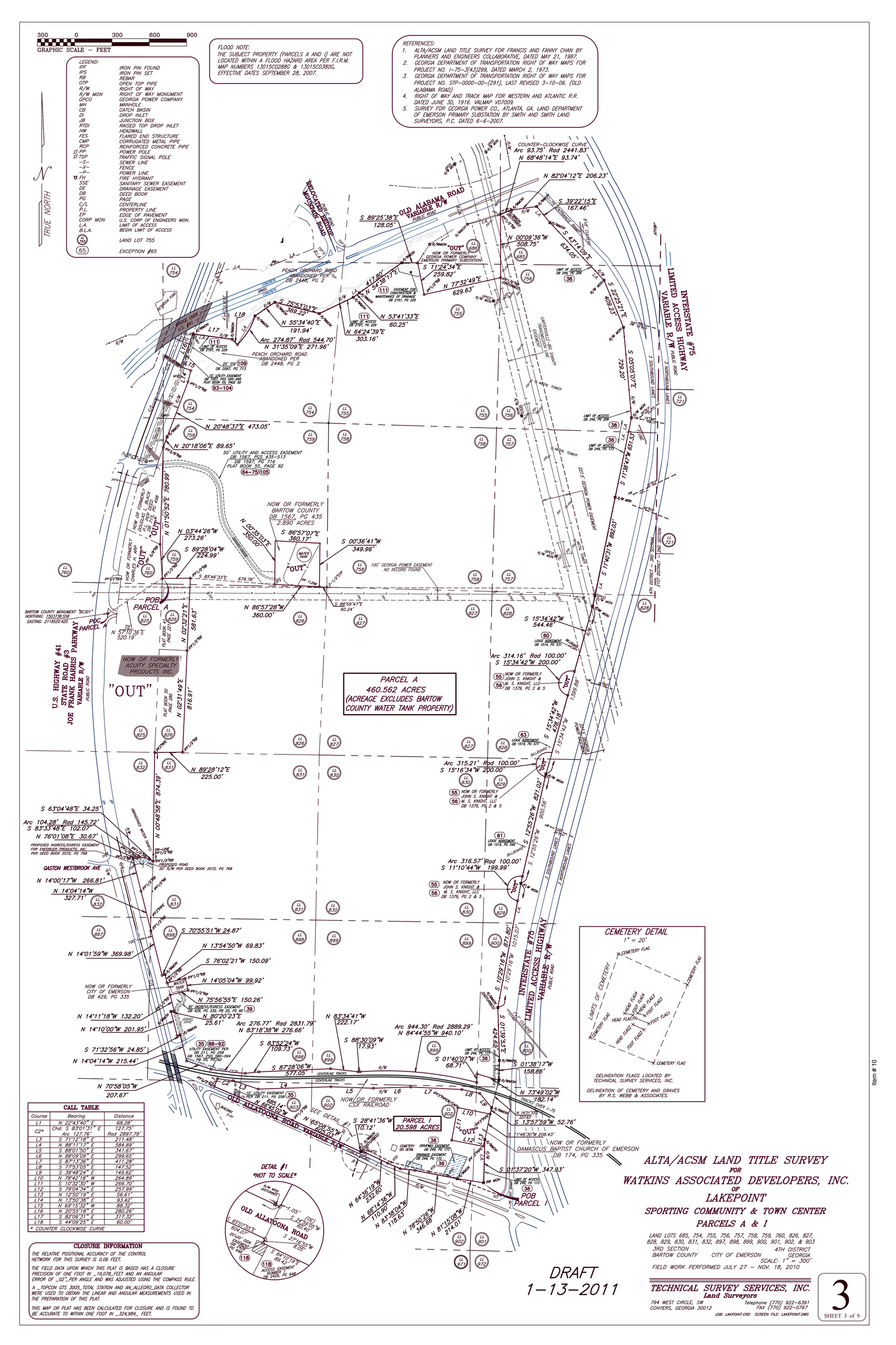
All that tract or parcel of land lying and being in Land Lots 1045, 1046, 1115 and 1116 of the 4th District, 3rd Section, and Land Lot 1080 of the 21st District, 2nd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

To reach the true point of beginning commence at a 2 ½" pipe found at the Land Lot corner common to Land Lots 1043, 1044, 1045 & 1046, thence running South 28° 42' 45" West a distance of 730.74 feet to a ½" rebar found on the southerly Right of Way of Georgia 293 (Variable R/W, said point being 50' from the centerline) and the TRUE POINT OF BEGINNING, from point thus established and running along said Right of Way of Georgia 293 the following courses: along a curve to the right having a radius of 2206.40 feet and an arc length of 411.20 feet, being subtended by a chord of South 34° 09' 31" East for a distance of 410.61 feet to a point; thence South 28° 43' 25" East a distance of 290.05 feet to a point; thence along a curve to the left having a radius of 970.30 feet and an arc length of 645.22 feet, being subtended by a chord of South 47° 46' 25" East for a distance of 633.40 feet to a point; thence South 66° 49' 04" East a distance of 438.16 feet to a point; thence along a curve to the right having a radius of 991.77 feet and an arc length of 492.35 feet, being subtended by a chord of South 53° 15' 07" East for a distance of 487.31 feet to a Right of Way Monument found; thence South 51° 10' 27" West a distance of 101.43 feet to a Right of Way Monument found; thence South 39° 40' 53" East a distance of 90.68 feet to a Right of Way Monument found; thence North 49° 51' 53" East a distance of 9.95 feet to a point; thence South 39° 59' 01" East a distance of 69.16 feet to a point, said point being the centerline of Pumpkinvine Creek; thence running along the centerline of Pumpkinvine Creek the following courses: thence South 72° 32' 48" West a distance of 185.55 feet to a point; thence South 80° 47' 47" West a distance of 58.30 feet to a point; thence North 77° 01' 07" West a distance of 205.86 feet to a point; thence North 74° 07' 12" West a distance of 281.70 feet to a point; thence North 75° 18' 39" West a distance of 160.86 feet to a point; thence North 63° 29' 02" West a distance of 67.02 feet to a point; thence North 10° 13' 51" East a distance of 91.69 feet to a point; thence North 04° 07' 21" West a distance of 55.77 feet to a point; thence North 08° 28' 03" West a distance of 174.02 feet to a point; thence North 07° 43' 25" West a distance of 91.92 feet to a point; thence North 19° 38' 55" West a distance of 100.10 feet to a point; thence North 32° 23' 25" West a distance of 75.49 feet to a point; thence North 49° 53' 54" West a distance of 67.78 feet to a point; thence North 36° 02' 12" West a distance of 31.12 feet to a point; thence leaving said centerline of Pumpkin Vine Creek and running North 40° 40' 33" East a distance of 136.84 feet to a ½" rebar found and the TRUE POINT OF BEGINNING. Said property contains 17.450 acres.

Legal Description
Parcel M

All that tract or parcel of land lying and being in Land Lots 972, 973, 974, 1043, 1044, 1045, 1046 and 1116 of the 4th District, 3rd Section, and Land Lots 937, 938, 1007, 1008, 1009, 1010, 1079 and 1080 of the 21st District, 2nd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

*BEGINNING at a 2 ½" pipe found at the Land Lot corner common to Land Lots 1043, 1044, 1045, and 1046, thence along said Land Lot Line common to Land Lots 1043 and 1044 North 00° 09' 11" East a distance of 1369.01 feet to a 2 ½" pipe found; thence North 86° 05' 39" West a distance of 645.68 feet to a 2 ½" pipe found; thence South 62° 30' 02" West a distance of 225.34 feet to a point in the centerline of Galt Branch; thence following the meanderings of Galt Branch the following courses: North 11° 45' 33" East a distance of 57.80 feet to a point; thence North 25° 08' 38" East a distance of 115.39 feet to a point; thence North 07° 59' 05" East a distance of 101.65 feet to a point; thence North 34° 24' 14" East a distance of 77.54 feet to a point; thence North 78° 09' 07" East a distance of 79.64 feet to a point; thence North 06° 27' 46" West a distance of 79.48 feet to a point; thence North 41° 33' 43" East a distance of 175.48 feet to a point; thence North 82° 35' 55" East a distance of 42.10 feet to a point; thence North 65° 00' 26" East a distance of 105.74 feet to a point; thence North 49° 59' 50" East a distance of 107.78 feet to a point; thence North 31° 04' 27" West a distance of 28.00 feet to a point; thence North 41° 31' 48" East a distance of 110.62 feet to a point; thence North 20° 50' 59" East a distance of 154.40 feet to a point; thence North 27° 30' 09" East a distance of 122.73 feet to a point; thence North 47° 27' 50" East a distance of 62.16 feet to a point; thence North 45° 03' 02" East a distance of 153.92 feet to a point; thence North 38° 10' 30" East a distance of 110.97 feet to a point; thence North 65°



CALL TABLE		
Course	Bearing	Distance
L1	N 23°43'40" E	68.28'
C2*	Chd: S 83°01'31" E	127.75'
	Arc 127.76'	Rad 2897.79'
L3	S 71°12'18" E	211.48'
L4	N 88°11'17" E	584.89'
L5	S 88°01'50" E	341.67'
L6	N 88°09'09" E	299.65'
L7	S 87°13'36" E	411.28'
L8	S 77°53'05" E	147.52'
L9	S 39°48'24" E	149.62'
L10	N 78°42'18" W	264.89'
L11	S 10°32'30" W	266.70'
L12	S 79°04'34" E	257.99'
L13	N 12°50'19" E	56.61'
L14	N 13°50'38" E	93.42'
L15	N 69°15'32" W	88.32'
L16	N 20°55'18" E	280.29'
L17	S 82°06'31" E	317.35'
L18	S 44°09'25" E	60.00'

* COUNTER CLOCKWISE CURVE

CLOSURE INFORMATION

THE RELATIVE POSITIONAL ACCURACY OF THE CONTROL NETWORK FOR THIS SURVEY IS 0.06 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _19,078_ FEET AND AN ANGULAR ERROR OF _02"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A _TOPCON GTS 3005_TOTAL STATION AND AN_ALLEGRO_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _324,984_ FEET.

DRAFT
1-13-2011

ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER
PARCELS A & I

LAND LOTS 685, 754, 755, 756, 757, 758, 759, 760, 826, 827, 828, 829, 830, 831, 832, 897, 898, 899, 900, 901, 902 & 903
3RD SECTION 4TH DISTRICT
BARTOW COUNTY CITY OF EMERSON GEORGIA
SCALE: 1" = 300'
FIELD WORK PERFORMED JULY 27 – NOV. 18, 2010

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW
CONYERS, GEORGIA 30012
Telephone (770) 922-6391
FAX (770) 922-0767
JOB: LAKPOINT.CRD SCREEN FILE: LAKEPOINT.DWG

300 0 300 600 900
GRAPHIC SCALE – FEET

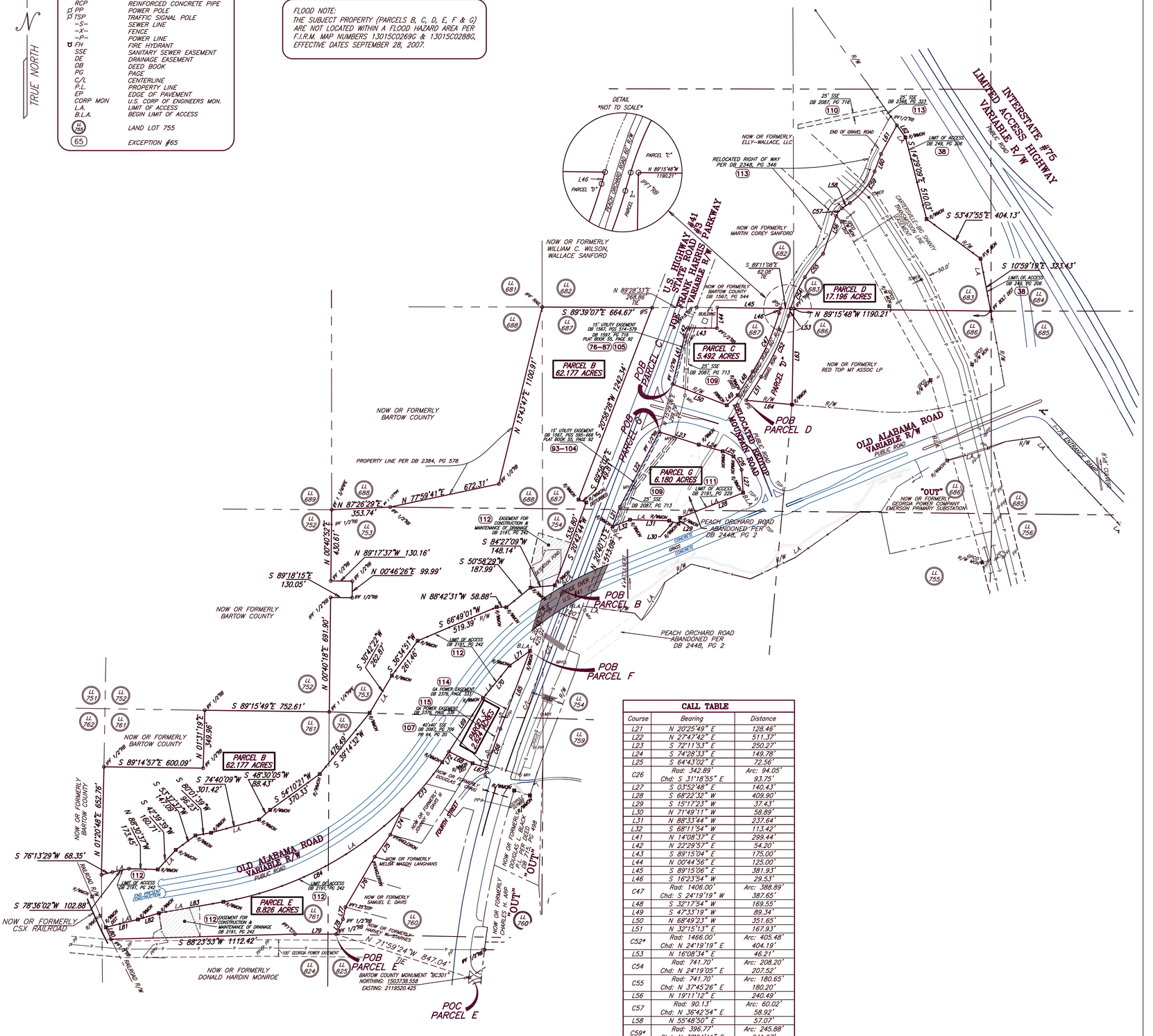
REFERENCES:
1. ALTA/ACSM LAND TITLE SURVEY FOR FRANCIS AND FANNY CHAN BY PLANNERS AND ENGINEERS COLLABORATIVE, DATED MAY 21, 1987.
2. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. I-75-3(43)299, DATED MARCH 2, 1973.
3. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. STP-0000-00-(291), LAST REVISED 3-10-06. (OLD ALABAMA ROAD)
4. VARIOUS BOUNDARYS FOR BLANKINSHIP & GASKIN, L.L.C. BY WIKLE LAND SURVEYING, P.C., DATED JULY 2002.

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
R/W MON	RIGHT OF WAY MONUMENT
GPCO	GEORGIA POWER COMPANY
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
FES	FLARED END STRUCTURE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE
TSP	TRAFFIC SIGNAL POLE
-S-	SEWER LINE
-X-	FENCE
-P-	POWER LINE
FH	FIRE HYDRANT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
DB	DEED BOOK
PG	PAGE
C/L	CENTERLINE
P.L.	PROPERTY LINE
EP	EDGE OF PAVEMENT
CORP MON	U.S. CORP OF ENGINEERS MON.
L.A.	LIMIT OF ACCESS
B.L.A.	BEGIN LIMIT OF ACCESS
LL 755	LAND LOT 755
65	EXCEPTION #65

TRUE NORTH

FLOOD NOTE:
THE SUBJECT PROPERTY (PARCELS B, C, D, E, F & G) ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBERS 13015C0269G & 13015C0288G, EFFECTIVE DATES SEPTEMBER 28, 2007.



CALL TABLE

Course	Bearing	Distance
L21	N 20°25'49" E	128.46'
L22	N 27°47'42" E	511.37'
L23	S 72°11'53" E	250.27'
L24	S 74°28'33" E	149.78'
L25	S 64°43'02" E	72.56'
C26	Rad: 342.89' Chd: S 31°18'55" E	Arc: 94.05' 93.75'
L27	S 03°52'48" E	140.43'
L28	S 68°22'32" W	409.90'
L29	S 15°17'23" W	37.43'
L30	N 71°49'11" W	58.89'
L31	N 88°33'44" W	237.64'
L32	S 68°11'54" W	113.42'
L41	N 14°08'37" E	299.44'
L42	N 22°29'57" E	54.20'
L43	S 89°15'04" E	175.00'
L44	N 00°44'56" E	125.00'
L45	S 89°15'06" E	381.93'
L46	S 16°23'54" W	29.53'
C47	Rad: 1406.00' Chd: S 24°19'19" W	Arc: 398.89' 397.65'
L48	S 32°17'54" W	169.55'
L49	S 47°33'19" W	89.34'
L50	N 68°49'23" W	351.65'
L51	N 32°15'13" E	167.93'
C52*	Rad: 1466.00' Chd: N 24°19'19" E	Arc: 405.48' 404.19'
L53	N 16°08'34" E	46.21'
C54	Rad: 741.70' Chd: N 24°19'05" E	Arc: 208.20' 207.52'
C55	Rad: 741.70' Chd: N 37°45'26" E	Arc: 180.65' 180.20'
L56	N 19°11'12" E	240.49'
C57	Rad: 90.13' Chd: N 36°42'54" E	Arc: 60.02' 58.92'
L58	N 55°48'50" E	57.07'
C59*	Rad: 396.77' Chd: N 38°04'41" E	Arc: 245.88' 241.92'
L60	N 20°20'29" E	113.23'
L61	N 28°51'34" E	197.99'
L62	S 35°16'01" E	90.16'
L63	S 01°04'52" W	580.34'
L64	N 84°33'37" W	277.89'
L65	S 20°44'15" W	503.62'
C66*	Rad: 5829.65' Chd: S 19°26'06" W	Arc: 250.64' 250.62'
L67	N 71°37'54" W	90.13'
L68	N 63°54'01" W	158.74'
L69	N 32°30'47" E	382.85'
L70	N 39°06'56" E	255.19'
L71	N 54°20'56" E	151.41'
L72	S 32°41'43" W	75.47'
C73*	Rad: 2048.86' Chd: S 40°10'57" W	Arc: 374.65' 374.13'
L74	S 25°20'20" W	168.25'
L75	S 35°06'13" W	163.75'
L76	S 30°14'33" W	351.33'
L77	S 11°36'36" W	74.58'
L78	S 24°22'09" W	100.09'
L79	N 89°49'00" W	249.35'
L80	N 22°57'11" W	78.42'
L81	N 76°17'46" E	199.53'
L82	N 73°18'05" E	132.53'
L83	N 80°02'46" E	395.69'
C84*	Rad: 2048.86' Chd: N 82°41'21" E	Arc: 1235.01' 1216.40'

* COUNTER CLOCKWISE CURVE

TRACT TABLE
PARCEL "B"= 62.177 ACRES
PARCEL "C"= 5.492 ACRES
PARCEL "D"= 17.196 ACRES
PARCEL "E"= 8.826 ACRES
PARCEL "F"= 2.624 ACRES
PARCEL "G"= 6.180 ACRES
TOTAL TRACT =102.495 ACRES

CLOSURE INFORMATION
THE RELATIVE POSITIONAL ACCURACY OF THE CONTROL NETWORK FOR THIS SURVEY IS 0.06 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _19,078_FEET AND AN ANGULAR ERROR OF _02"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A _TOPCON GTS 3005_TOTAL STATION AND AN_ALLEGRO_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

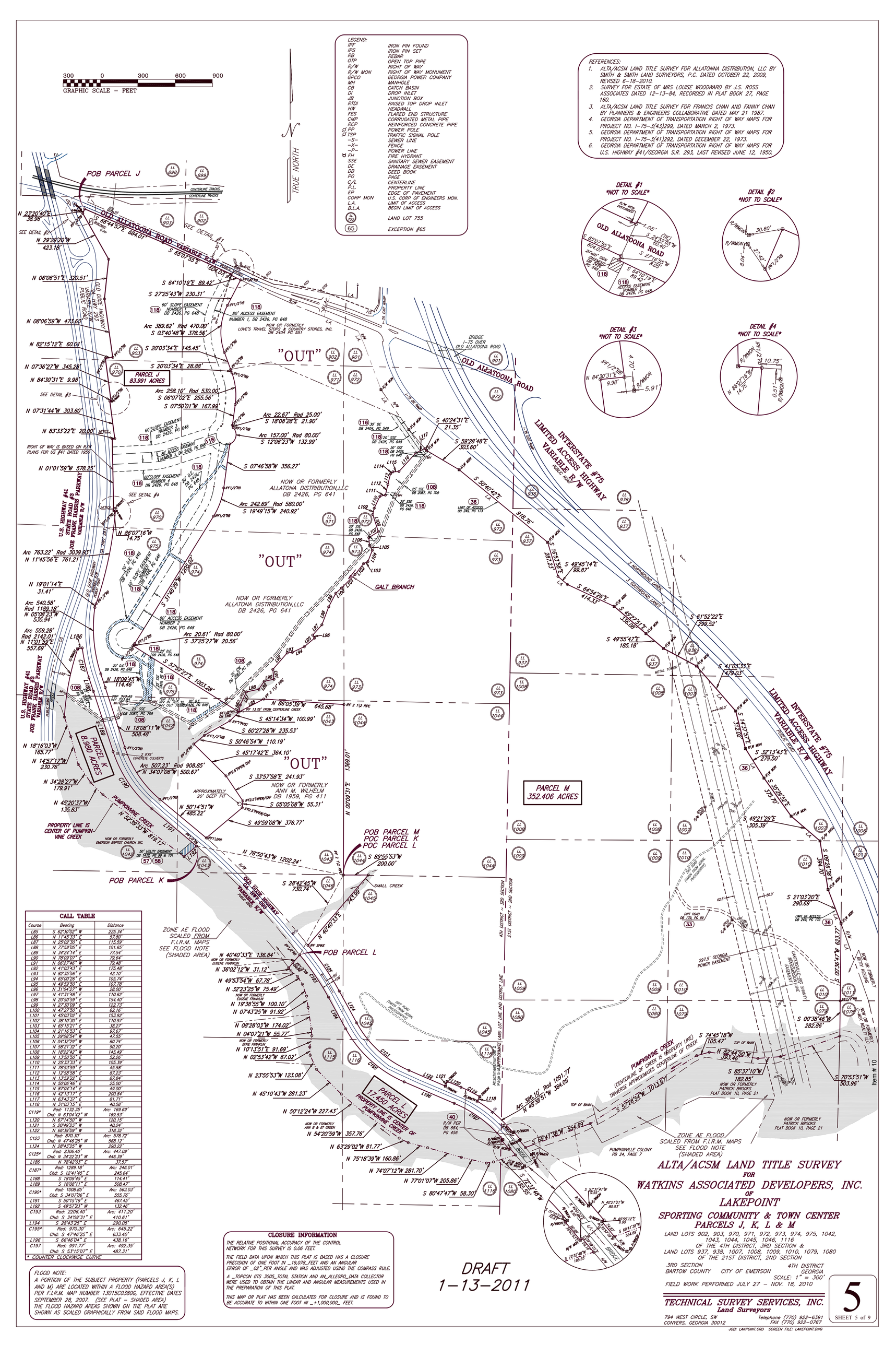
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _142,388_ FEET.

DRAFT
1-13-2011

ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER
PARCELS B, C, D, E, F & G

LAND LOTS 682, 683, 687, 688, 753, 754, 760 & 761
3RD SECTION 4TH DISTRICT
BARTOW COUNTY CITY OF EMERSON GEORGIA
SCALE: 1" = 300'
FIELD WORK PERFORMED JULY 27 – NOV. 18, 2010

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW
CONYERS, GEORGIA 30012
Telephone (770) 922-6391
FAX (770) 922-0767
JOB: LAKPOINT.CRD SCREEN FILE: LAKEPOINT.DWG


GRAPHIC SCALE – FEET
300 0 300 600 900
TRUE NORTH
LEGEND:
IRF IRON PIN FOUND
IPS IRON PIN SET
RB REBAR
OTP OPEN TOP PIPE
R/W RIGHT OF WAY
R/W MON RIGHT OF WAY MONUMENT
GPCO GEORGIA POWER COMPANY
MH MANHOLE
CB CATCH BASIN
DI DROP INLET
JB JUNCTION BOX
RTDI RAISED TOP DROP INLET
HW HEADWALL
FES FLARED END STRUCTURE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
PP POWER POLE
TSP TRAFFIC SIGNAL POLE
-S- SEWER LINE
-X- FENCE
-P- POWER LINE
FH FIRE HYDRANT
SSE SANITARY SEWER EASEMENT
DE DRAINAGE EASEMENT
DB DEED BOOK
PG PAGE
C/L CENTERLINE
P.L. PROPERTY LINE
EP EDGE OF PAVEMENT
CORP MON U.S. CORP OF ENGINEERS MON.
L.A. LIMIT OF ACCESS
B.L.A. BEGIN LIMIT OF ACCESS
LL 755 LAND LOT 755
65 EXCEPTION #65
REFERENCES:
1. ALTA/ACSM LAND TITLE SURVEY FOR ALLATONNA DISTRIBUTION, LLC BY SMITH & SMITH LAND SURVEYORS, P.C. DATED OCTOBER 22, 2009, REVISED 6-18-2010.
2. SURVEY FOR ESTATE OF MRS LOUISE WOODWARD BY J.S. ROSS ASSOCIATES DATED 12-13-84, RECORDED IN PLAT BOOK 27, PAGE 160.
3. ALTA/ACSM LAND TITLE SURVEY FOR FRANCIS CHAN AND FANNY CHAN BY PLANNERS & ENGINEERS COLLABORATIVE DATED MAY 21 1987.
4. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. I-75-3(43)299, DATED MARCH 2, 1973.
5. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. I-75-3(41)292, DATED DECEMBER 22, 1973.
6. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR U.S. HIGHWAY #41/GEORGIA S.R. 293, LAST REVISED JUNE 12, 1950.
DETAIL #1 *NOT TO SCALE*
DETAIL #2 *NOT TO SCALE*
DETAIL #3 *NOT TO SCALE*
DETAIL #4 *NOT TO SCALE*
POB PARCEL J
OLD ALLATOONA ROAD VARIABLE R/W
PARCEL J 83.991 ACRES
PARCEL K 8.980 ACRES
PARCEL M 352.406 ACRES
PARCEL L 17.450 ACRES
INTERSTATE #75 LIMITED ACCESS HIGHWAY VARIABLE R/W
U.S. HIGHWAY #41 STATE ROAD #3 JOE FRANK HARRIS PARKWAY VARIABLE R/W
BRIDGE I-75 OVER OLD ALLATOONA ROAD
"OUT"
NOW OR FORMERLY ALLATONA DISTRICT,LLC DB 2426, PG 641
NOW OR FORMERLY ANN M. WILHELM DB 1959, PG 411
NOW OR FORMERLY LOWE'S HOME CENTERS, A COLVERY STORES, INC. DB 2404 PG 551
GALT BRANCH
PUMPKINVINE CREEK
PROPERTY LINE IS CENTER OF PUMPKIN VINE CREEK
POB PARCEL M
POC PARCEL K
POC PARCEL L
POB PARCEL K
POB PARCEL L
SMALL CREEK
ZONE AE FLOOD SCALED FROM F.I.R.M. MAPS SEE FLOOD NOTE (SHADED AREA)
4TH DISTRICT – 3RD SECTION
21ST DISTRICT – 2ND SECTION
APPROXIMATE LAND LOT LINE AND DISTRICT LINE
PROPERTY LINE & CENTER OF PUMPKINVINE CREEK
ZONE AE FLOOD SCALED FROM F.I.R.M. MAPS SEE FLOOD NOTE (SHADED AREA)
PUMPKINVILLE COLONY PB 24, PAGE 7
NOW OR FORMERLY PATRICK BROOKS PLAT BOOK 10, PAGE 21
NOW OR FORMERLY PATRICK BROOKS DB 179, PG 99
NOW OR FORMERLY EMERSON BAPTIST CHURCH INC.
NOW OR FORMERLY EUGENE FRANKLIN
NOW OR FORMERLY ANN B & LT GREEN
NOW OR FORMERLY CITY OF KENNESAW
297.5' GEORGIA POWER EASEMENT
OVERHEAD ELECTRIC SWAMP LINE EASEMENT
DIRT ROAD FOR ACCESS PURPOSES ONLY
TOP OF BANK
CENTERLINE TRACKS
SEE DETAIL #1
SEE DETAIL #2
SEE DETAIL #3
SEE DETAIL #4
RIGHT OF WAY IS BASED ON R/W PLANS FOR US #41 DATED 1950
60' SLOPE EASEMENT NUMBER 1 DB 2426, PG 648
80' ACCESS EASEMENT NUMBER 1, DB 2426, PG 648
81' SCENIC EASEMENT NUMBER 1 DB 2426, PG 648
60' SLOPE EASEMENT NUMBER 2 DB 2426, PG 648
80' ACCESS EASEMENT NUMBER 2 DB 2426, PG 648
30' SSE DB 2426, PG 648
25' SSE DB 2426, PG 648
30' SSE DB 2426, PG 648
30' SSE DB 2081, PG 709
30' SSE DB 2426, PG 648
30' D.E. DB 2426, PG 648
30' DE DB 2404, PG 549
20' SSE DB 2426, PG 648
30' SSE DB 2426, PG 648
LIMIT OF ACCESS DB 340, PG 171
50' UTILITY EASEMENT DB 1472, PG 39 & 101
METAL TOWER
CONCRETE CULVERTS
APPROXIMATELY 20' DEEP PIT
3 SOUTHBOUND LANES
CURVE TABLE
Course Bearing Distance
C180 S 62°30'02" W 225.34'
C186 N 11°45'33" E 57.80'
C187 N 25°02'30" E 115.59'
C188 N 77°59'05" E 101.65'
C189 N 34°24'14" E 77.54'
C190 N 78°09'07" E 79.64'
C191 N 06°27'48" W 79.48'
C192 N 41°03'43" E 175.48'
C193 N 82°35'56" E 42.10'
C194 N 65°00'06" E 105.74'
C195 N 49°59'50" E 107.78'
C196 N 31°04'27" W 28.00'
C197 N 41°31'48" E 110.62'
C198 N 20°50'59" E 150.40'
C199 N 27°30'09" E 122.73'
C100 N 47°27'50" E 62.16'
C101 N 45°03'09" E 153.92'
C102 N 38°10'30" E 110.93'
C103 N 65°15'31" E 38.27'
C104 N 21°16'53" E 97.67'
C105 N 29°08'54" W 47.55'
C106 N 04°32'39" W 60.74'
C107 N 58°21'32" E 90.20'
C108 N 18°22'42" W 145.48'
C109 N 13°50'50" E 52.39'
C110 N 25°33'13" E 105.39'
C111 N 76°53'59" E 43.58'
C112 N 12°58'56" E 87.23'
C113 N 13°59'22" E 87.84'
C114 N 50°06'48" E 25.00'
C115 N 87°04'14" E 49.00'
C116 N 42°13'17" E 200.84'
C117 N 63°43'19" E 81.71'
C118 N 31°03'15" E 40.58'
C119* Rad: 1132.35' Arc: 169.69'
Chd: N 63°04'42" W 169.53'
C120 N 67°14'50" W 120.15'
C121 S 20°49'31" W 40.24'
C122 N 68°39'59" E 118.30'
C123 Rad: 870.30' Arc: 578.72'
Chd: N 47°46'25" W 568.12'
C124 N 28°43'55" W 290.23'
C125* Rad: 2306.40' Arc: 447.09'
Chd: N 34°22'23" W 446.39'
C186 N 78°42'03" E 37.57'
C187* Rad: 1289.18' Arc: 246.01'
Chd: S 12°41'46" E 245.64'
C188 S 18°09'45" E 114.41'
C189 S 18°08'11" E 508.47'
C190* Rad: 1008.85' Arc: 563.03'
Chd: S 34°07'06" E 555.76'
C191 S 50°15'19" E 467.45'
C192 S 49°57'23" W 132.46'
C193 Rad: 2206.40' Arc: 411.20'
Chd: S 34°09'31" E 410.61'
L194 S 28°43'25" E 290.05'
C195* Rad: 970.30' Arc: 645.22'
Chd: S 47°46'25" E 633.40'
L196 S 65°46'04" E 438.16'
C197 Rad: 991.77' Arc: 492.35'
Chd: S 53°15'07" E 487.31'
* COUNTER CLOCKWISE CURVE
CALL TABLE
Course Bearing Distance
L85 S 62°30'02" W 225.34'
L86 N 11°45'33" E 57.80'
L87 N 25°02'30" E 115.59'
L88 N 77°59'05" E 101.65'
L89 N 34°24'14" E 77.54'
L90 N 78°09'07" E 79.64'
L91 N 06°27'48" W 79.48'
L92 N 41°03'43" E 175.48'
L93 N 82°35'56" E 42.10'
L94 N 65°00'06" E 105.74'
L95 N 49°59'50" E 107.78'
L96 N 31°04'27" W 28.00'
L97 N 41°31'48" E 110.62'
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L99 N 27°30'09" E 122.73'
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L104 N 21°16'53" E 97.67'
L105 N 29°08'54" W 47.55'
L106 N 04°32'39" W 60.74'
L107 N 58°21'32" E 90.20'
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L119* Rad: 1132.35' Arc: 169.69'
Chd: N 63°04'42" W 169.53'
L120 N 67°14'50" W 120.15'
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L122 N 68°39'59" E 118.30'
L123 Rad: 870.30' Arc: 578.72'
Chd: N 47°46'25" W 568.12'
L124 N 28°43'55" W 290.23'
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Chd: N 34°22'23" W 446.39'
L186 N 78°42'03" E 37.57'
L187* Rad: 1289.18' Arc: 246.01'
Chd: S 12°41'46" E 245.64'
L188 S 18°09'45" E 114.41'
L189 S 18°08'11" E 508.47'
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Chd: S 34°07'06" E 555.76'
L191 S 50°15'19" E 467.45'
L192 S 49°57'23" W 132.46'
L193 Rad: 2206.40' Arc: 411.20'
Chd: S 34°09'31" E 410.61'
L194 S 28°43'25" E 290.05'
L195* Rad: 970.30' Arc: 645.22'
Chd: S 47°46'25" E 633.40'
L196 S 65°46'04" E 438.16'
L197 Rad: 991.77' Arc: 492.35'
Chd: S 53°15'07" E 487.31'
* COUNTER CLOCKWISE CURVE
CLOSURE INFORMATION
THE RELATIVE POSITIONAL ACCURACY OF THE CONTROL NETWORK FOR THIS SURVEY IS 0.06 FEET.
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _19,078_FEET AND AN ANGULAR ERROR OF _02"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.
A _TOPCON GTS 300S_TOTAL STATION AND AN_ALLEGRO_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _+1,000,000_ FEET.
FLOOD NOTE:
A PORTION OF THE SUBJECT PROPERTY (PARCELS J, K, L AND M) ARE LOCATED WITHIN A FLOOD HAZARD AREA(S) PER F.I.R.M. MAP NUMBER 13015C0380G, EFFECTIVE DATES SEPTEMBER 28, 2007. (SEE PLAT – SHADED AREA) THE FLOOD HAZARD AREAS SHOWN ON THE PLAT ARE SHOWN AS SCALED GRAPHICALLY FROM SAID FLOOD MAPS.
DRAFT
1-13-2011
ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER
PARCELS J, K, L & M
LAND LOTS 902, 903, 970, 971, 972, 973, 974, 975, 1042, 1043, 1044, 1045, 1046, 1116
OF THE 4TH DISTRICT, 3RD SECTION &
LAND LOTS 937, 938, 1007, 1008, 1009, 1010, 1079, 1080
OF THE 21ST DISTRICT, 2ND SECTION
3RD SECTION 4TH DISTRICT
BARTOW COUNTY CITY OF EMERSON GEORGIA
SCALE: 1" = 300'
FIELD WORK PERFORMED JULY 27 – NOV. 18, 2010
TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW Telephone (770) 922-6191
CONYERS, GEORGIA 30012 FAX (770) 922-0761
JOB: LAKPOINT.CRD SCREEN FILE: LAKEPOINT.DWG
5
SHEET 5 of 9
Item # 10

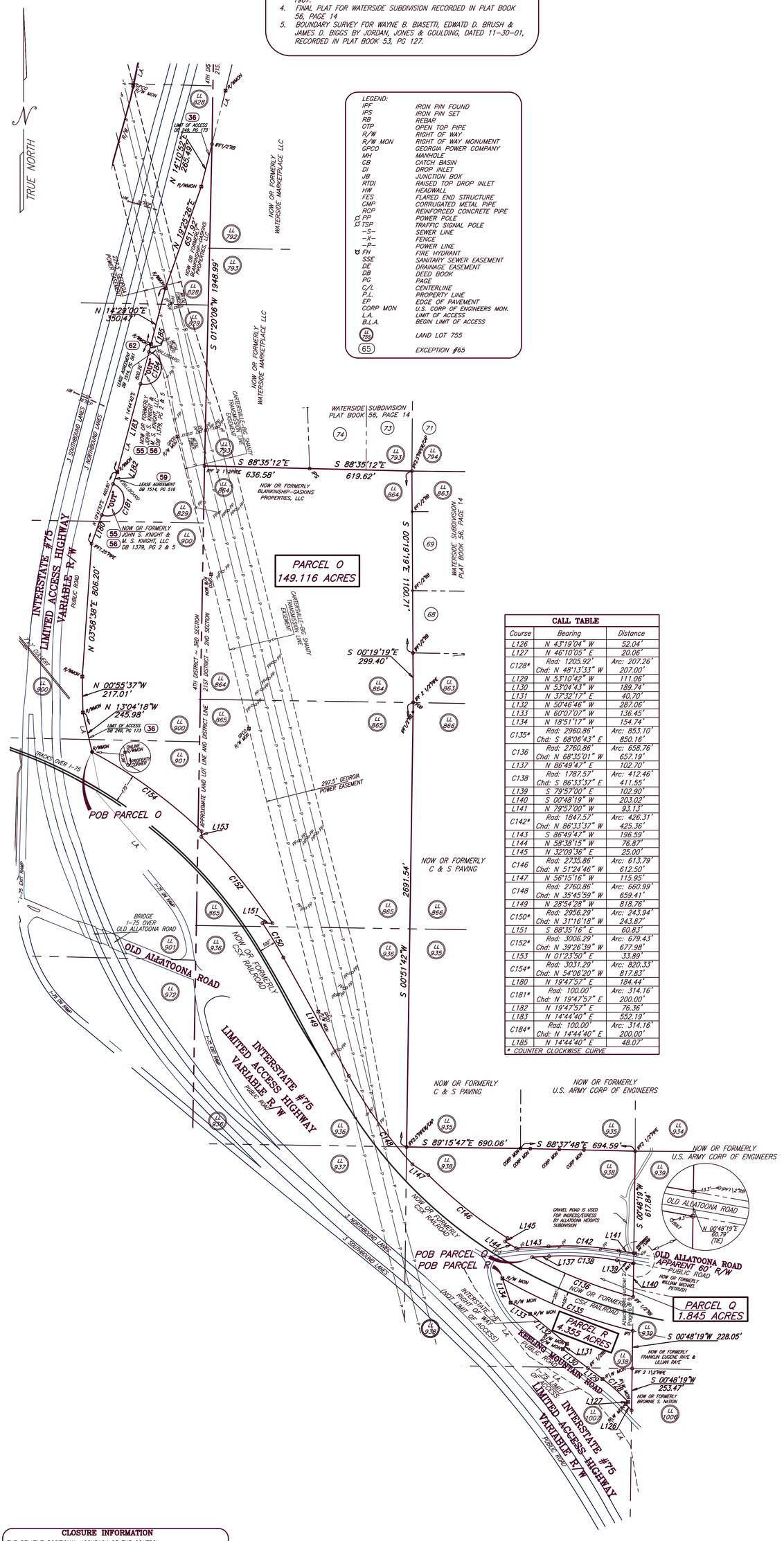
200 0 200 400 600
GRAPHIC SCALE – FEET

REFERENCES:
1. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. I-75-3(43)299, DATED MARCH 2, 1973.
2. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. I-75-3(41)292, DATED DECEMBER 22, 1973.
3. ALTA/ACSM LAND TITLE SURVEY FOR FRANCIS CHAN AND FANNY CHAN BY PLANNERS & ENGINEERS COLLABORATIVE DATED MAY 21 1987.
4. FINAL PLAT FOR WATERSIDE SUBDIVISION RECORDED IN PLAT BOOK 56, PAGE 14
5. BOUNDARY SURVEY FOR WAYNE B. BIASETTI, EDWATD D. BRUSH & JAMES D. BIGGS BY JORDAN, JONES & GOULDING, DATED 11-30-01, RECORDED IN PLAT BOOK 53, PG 127.

FLOOD NOTE:
THE SUBJECT PROPERTY (PARCELS O, Q AND R) ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBERS 13015C0288G & 13015C0380G, EFFECTIVE DATES SEPTEMBER 26, 2007.

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
R/W MON	RIGHT OF WAY MONUMENT
GPCO	GEORGIA POWER COMPANY
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
FES	FLARED END STRUCTURE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE
TSP	TRAFFIC SIGNAL POLE
-S-	SEWER LINE
-X-	FENCE
-P-	POWER LINE
FH	FIRE HYDRANT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
DB	DEED BOOK
PG	PAGE
C/L	CENTERLINE
P.L.	PROPERTY LINE
EP	EDGE OF PAVEMENT
CORP MON	U.S. CORP OF ENGINEERS MON.
L.A.	LIMIT OF ACCESS
B.L.A.	BEGIN LIMIT OF ACCESS
LL 755	LAND LOT 755
65	EXCEPTION #65



CALL TABLE

Course	Bearing	Distance
L126	N 43°19'04" W	52.04'
L127	N 46°10'05" E	20.06'
C128*	Rad: 1205.92' Chd: N 48°13'33" W	Arc: 207.26' 207.00'
L129	N 53°10'42" W	111.06'
L130	N 53°04'43" W	189.74'
L131	N 37°32'17" E	40.70'
L132	N 50°46'46" W	287.06'
L133	N 60°07'07" W	136.45'
L134	N 18°51'17" W	154.74'
C135*	Rad: 2960.86' Chd: S 68°06'43" E	Arc: 853.10' 850.16'
C136	Rad: 2760.86' Chd: N 68°15'01" W	Arc: 658.76' 657.19'
L137	N 86°49'47" E	102.70'
C138	Rad: 1787.57' Chd: S 86°33'37" E	Arc: 412.46' 411.55'
L139	S 79°57'00" E	102.90'
L140	S 00°48'19" W	203.02'
L141	N 79°57'00" W	93.13'
C142*	Rad: 1847.57' Chd: N 86°33'37" W	Arc: 426.31' 425.36'
L143	S 86°49'47" W	196.59'
L144	N 58°38'15" W	76.87'
L145	N 32°09'36" E	25.00'
C146	Rad: 2735.86' Chd: N 51°24'46" W	Arc: 613.79' 612.50'
L147	N 56°15'16" W	115.95'
C148	Rad: 2760.86' Chd: N 35°45'59" W	Arc: 660.99' 659.41'
L149	N 28°54'28" W	818.76'
C150*	Rad: 2956.29' Chd: N 31°16'18" W	Arc: 243.94' 243.87'
L151	S 88°35'16" E	60.83'
C152*	Rad: 3006.29' Chd: N 39°26'39" W	Arc: 678.43' 677.98'
L153	N 01°23'50" E	33.89'
C154*	Rad: 3031.29' Chd: N 54°06'20" W	Arc: 820.33' 817.83'
L180	N 19°47'57" E	184.44'
C181*	Rad: 100.00' Chd: N 19°47'57" E	Arc: 314.16' 200.00'
L182	N 19°47'57" E	76.36'
L183	N 14°44'40" E	552.19'
C184*	Rad: 100.00' Chd: N 14°44'40" E	Arc: 314.16' 200.00'
L185	N 14°44'40" E	48.07'

* COUNTER CLOCKWISE CURVE

CLOSURE INFORMATION
THE RELATIVE POSITIONAL ACCURACY OF THE CONTROL NETWORK FOR THIS SURVEY IS 0.06 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _19,078_FEET AND AN ANGULAR ERROR OF _02"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A _TOPCON GTS 330S_TOTAL STATION AND AN_ALLEGRO_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _1,324,984_ FEET.

DRAFT
1-13-2011

Item # 10

ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER
PARCELS O, Q & R

LAND LOTS 828, 829, 900, 901
OF THE 4TH DISTRICT, 3RD SECTION &
LAND LOTS 864, 865, 936, 937, 938 AND 1007
OF THE 21ST DISTRICT, 2ND SECTION
BARTOW COUNTY CITY OF EMERSON GEORGIA
SCALE: 1" = 200'
FIELD WORK PERFORMED JULY 27 – NOV. 18, 2010

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW Telephone (770) 922-6391
CONYERS, GEORGIA 30012 FAX (770) 922-0767

JOB: LAKPOINT.CRD SCREEN FILE: LAKEPOINT.DWG

200 0 200 400 600
GRAPHIC SCALE – FEET

TRUE NORTH

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
R/W MON	RIGHT OF WAY MONUMENT
GPCO	GEORGIA POWER COMPANY
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
FES	FLARED END STRUCTURE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE
TSP	TRAFFIC SIGNAL POLE
SS	SEWER LINE
-X-	FENCE
-P-	POWER LINE
FH	FIRE HYDRANT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
DB	DEED BOOK
PG	PAGE
C/L	CENTERLINE
P.L.	PROPERTY LINE
EP	EDGE OF PAVEMENT
CORP MON	U.S. CORP OF ENGINEERS MON.
L.A.	LIMIT OF ACCESS
B.L.A.	BEGIN LIMIT OF ACCESS
LL 755	LAND LOT 755
65	EXCEPTION #65

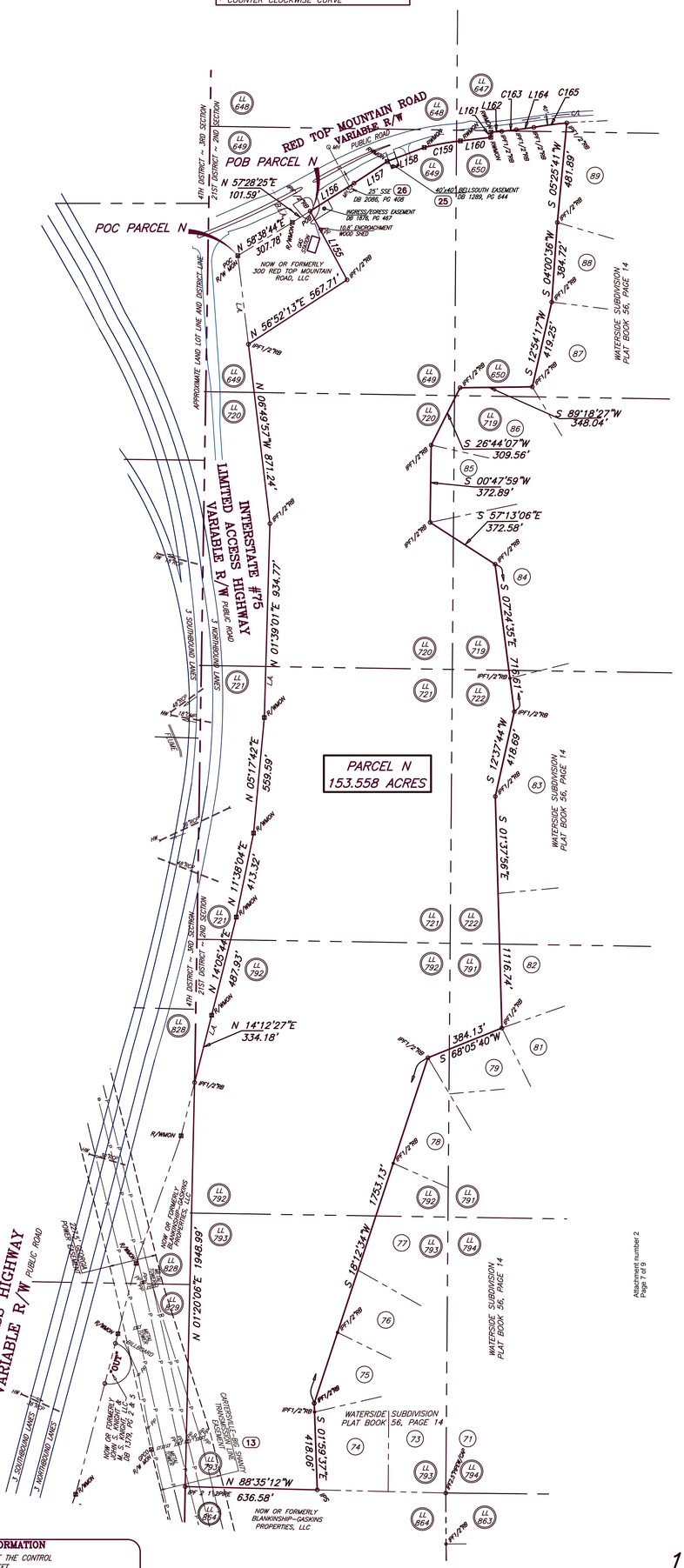
REFERENCES:
1. ALTA/ACSM LAND TITLE SURVEY FOR FRANCIS CHAN AND FANNY CHAN BY PLANNERS & ENGINEERS COLLABORATIVE DATED MAY 21 1987.
2. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT NO. I-75-3(43)299, DATED MARCH 2, 1973.
3. FINAL PLAT FOR WATERSIDE SUBDIVISION RECORDED IN PLAT BOOK 56, PAGE 14
4. BOUNDARY SURVEY FOR WAYNE B. BIASETTI, EDWATD D. BRUSH & JAMES D. BIGGS BY JORDAN, JONES & GOULDING, DATED 11-30-01, RECORDED IN PLAT BOOK 53, PG 127.

FLOOD NOTE:
THE SUBJECT PROPERTY (PARCELS O, Q AND R) ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBER 13015C0288G EFFECTIVE DATE SEPTEMBER 28, 2007.

CALL TABLE

Course	Bearing	Distance
L155	N 28°14'55" W	376.04'
L156	N 57°33'50" E	251.06'
L157	N 56°44'47" E	190.96'
L158	N 69°17'30" E	190.72'
C159	Rad: 1367.39'	Arc: 177.00'
	Chd: N 29°38'35" E	176.87'
L160	N 83°22'43" E	147.93'
L161	N 00°55'06" E	25.02'
L162	N 85°59'21" E	52.21'
C163*	Rad: 3555.37'	Arc: 70.60'
	Chd: N 83°30'30" E	70.60'
L164	N 82°13'31" E	85.21'
C165	Rad: 1663.45'	Arc: 160.27'
	Chd: N 82°26'12" E	160.20'

* COUNTER CLOCKWISE CURVE


RED TOP MOUNTAIN ROAD
VARIABLE R/W
PUBLIC ROAD
POB PARCEL N
N 57°28'25"E
101.59'
POC PARCEL N
N 58°38'44"E
301.78'
NOW OR FORMERLY
300 RED TOP MOUNTAIN
ROAD, LLC
N 56°52'13"E 567.71'
N 00°49'57"W 1021.24'
N 01°39'01"E 834.77'
N 01°17'42"E 559.59'
N 11°39'04"E 413.32'
N 14°03'14"E 487.83'
N 14°13'27"E
334.18'
N 01°20'06"E 1948.89'
N 88°35'12"W
636.58'
S 05°25'41"W 481.89'
S 04°00'36"W 384.72'
S 12°54'17"W 418.25'
S 89°18'27"W
348.04'
S 26°44'07"W
309.56'
S 00°47'59"W
372.89'
S 57°13'06"E
372.58'
S 07°24'15"E 719.31'
S 12°37'44"W 418.69'
S 03°37'10"W 396.96'
S 68°05'40"W
384.13'
S 18°12'34"W 1753.13'
S 01°51'37"E 418.06'
S 11°16'47"E 1116.74'
PARCEL N
153.558 ACRES
INTERSTATE #75
LIMITED ACCESS HIGHWAY
VARIABLE R/W
PUBLIC ROAD
5 SOUTHBOUND LANES
5 NORTHBOUND LANES
APPROXIMATE LAND LOT LINE AND DISTRICT LINE
4TH DISTRICT - 2ND SECTION
21ST DISTRICT - 2ND SECTION
POB PARCEL N
POC PARCEL N
NOW OR FORMERLY
300 RED TOP MOUNTAIN
ROAD, LLC
NOW OR FORMERLY
BLANKINSHIP-GASKINS
PROPERTIES, LLC
NOW OR FORMERLY
CHARLES E. & MARY
ANN HOLLOWAY

200 0 200 400 600
GRAPHIC SCALE – FEET

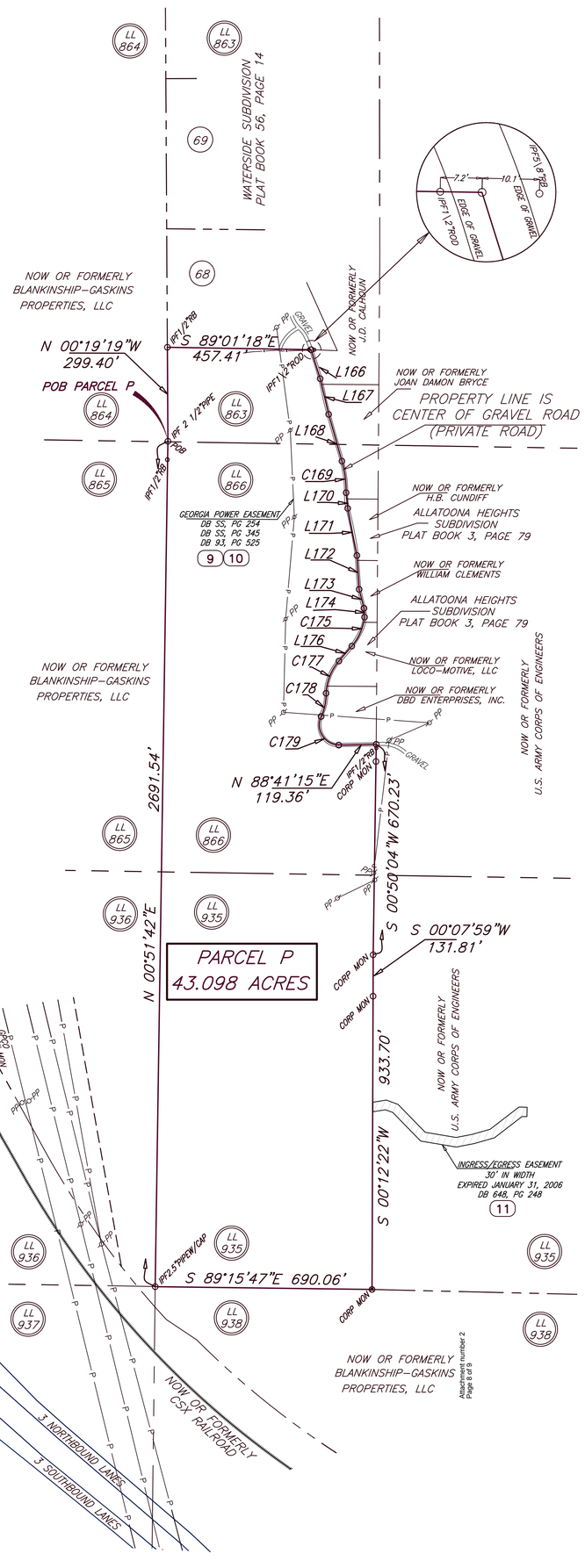
REFERENCES:
1. ALTA/ACSM LAND TITLE SURVEY FOR ALLATONNA DISTRIBUTION, LLC BY SMITH & SMITH LAND SURVEYORS, P.C. DATED OCTOBER 22, 2009, REVISED 6-18-2010.
2. SURVEY FOR ESTATE OF MRS LOUISE WOODWARD BY J.S. ROSS ASSOCIATES DATED 12-13-84, RECORDED IN PLAT BOOK 27, PAGE 160.
3. ALTA/ACSM LAND TITLE SURVEY FOR FRANCIS CHAN AND FANNY CHAN BY PLANNERS & ENGINEERS COLLABORATIVE DATED MAY 21 1997.

FLOOD NOTE:
THE SUBJECT PROPERTY (PARCEL P) IS NOT LOCATED WITHIN A FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBER 13015C0380G EFFECTIVE DATE SEPTEMBER 28, 2007.

TRUE NORTH

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
R/W MON	RIGHT OF WAY MONUMENT
GPCO	GEORGIA POWER COMPANY
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
FES	FLARED END STRUCTURE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE
TSP	TRAFFIC SIGNAL POLE
–S–	SEWER LINE
–X–	FENCE
–P–	POWER LINE
FH	FIRE HYDRANT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
DB	DEED BOOK
PG	PAGE
C/L	CENTERLINE
P.L	PROPERTY LINE
EP	EDGE OF PAVEMENT
CORP MON	U.S. CORP OF ENGINEERS MON.
L.A.	LIMIT OF ACCESS
B.L.A.	BEGIN LIMIT OF ACCESS
LL 755	LAND LOT 755
65	EXCEPTION #65



Legal Description
Parcel P

All that tract or parcel of land lying and being in Land Lots 863, 866 and 935 of the 21st District, 2nd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

BEGINNING at a 2 ½" pipe found at the Land Lot corner common to Land Lots 863, 864, 865 and 866, thence running along said Land Lot Line common to Land Lots 863 and 864 North 00° 19' 19" West a distance of 299.40 feet to a ½" rebar found; thence leaving said Land Lot Line and running South 89° 01' 18" East a distance of 457.41 feet to a point in the center of a gravel road; thence running along the center of said gravel road the following courses: South 17° 22' 44" East a distance of 96.63 feet to a point; thence South 13° 22' 45" East a distance of 116.75 feet to a point; thence South 15° 50' 00" East a distance of 154.90 feet to a point; thence along a curve to the right having a radius of 351.43 feet and an arc length of 101.71 feet, being subtended by a chord of South 07° 32' 33" East for a distance of 101.35 feet to a point; thence South 05° 39' 21" East a distance of 49.97 feet to a point; thence South 11° 03' 43" East a distance of 152.81 feet to a point; thence South 03° 49' 53" East a distance of 108.06 feet to a point; thence South 14° 14' 34" East a distance of 62.11 feet to a point; thence South 03° 56' 54" East a distance of 28.35 feet to a point; thence along a curve to the right having a radius of 174.80 feet and an arc length of 102.27 feet, being subtended by a chord of South 23° 45' 01" West for a distance of 100.82 feet to a point; thence South 40° 50' 55" West a distance of 62.88 feet to a point; thence along a curve to the left having a radius of 167.88 feet and an arc length of 112.34 feet, being subtended by a chord of South 21° 40' 42" West for a distance of 110.25 feet to a point; thence along a curve to the right having a radius of 155.01 feet and an arc length of 76.40 feet, being subtended by a chord of South 12° 10' 14" West for a distance of 75.62 feet to a point; thence along a curve to the left having a radius of 64.62 feet and an arc length of 126.34 feet, being subtended by a chord of South 31° 38' 47" East for a distance of 107.16 feet to a point; thence North 88° 41' 15" East a distance of 119.36 feet to a point; thence leaving said centerline of gravel road and running South 00° 50' 04" West a distance of 670.23 feet to a U.S. Corp of Engineers Monument found; thence South 00° 07' 59" West a distance of 131.81 feet to a U.S. Corp of Engineers Monument found; thence South 00° 12' 22" West a distance of 933.70 feet to a U.S. Corp of Engineers Monument found on the Land Lot Line common to Land Lots 935 and 938; thence running along said Land Lot Line North 89° 15' 47" West a distance of 690.06 feet to a 2 ½" pipe with cap found at the Land Lot corner common to Land Lots 935, 936, 937 and 938; thence running along said Land Lot Line common to Land Lots 935 and 936 and thence along said Land Lot Line common to Land Lots 865 and 866 North 00° 51' 42" East a distance of 2691.54 feet to a 2 ½" pipe found and the POINT OF BEGINNING. Said property contains 43.098 acres.

EASEMENTS
In my opinion the following easements and other documents of record listed as exceptions to title in Schedule B, Section 2 of Stewart Title Guaranty A.L.T.A. Commitment for Title Insurance, Commitment Number 1271.0125(C)(Q), effective date October 20, 2010, do affect the subject property and are located on the plat where the recorded description is sufficient to plot or approximate the general location:

9. Easement from Mrs. J. S. Morgan to Georgia Railway & Power Company, dated February 18, 1913, recorded February 24, 1913 in Deed Book 55, Page 254, Records of Bartow County, Georgia; as corrected by Affidavit by Mrs. J. S. Morgan, dated April 19, 1913, recorded April 22, 1913 in Deed Book 55, Page 345, aforesaid Records. (See Plat)
10. Easement from Allatoona Heights Subdivision to Georgia power Company, dated July 28, 1950, recorded August 1, 1950 in Deed Book 93, Page 525, aforesaid Records. (See Plat)

In my opinion the following easements and other documents of record listed as exceptions to title in Schedule B, Section 2 of Stewart Title Guaranty A.L.T.A. Commitment for Title Insurance, Commitment Number 1271.0125(C)(Q), effective date October 20, 2010, do not affect the subject property:

11. Easement from the Department of The Army to Carolyn A. Stradley, et. al., dated December 1, 1986, filed for record May 9, 1990 at 10:00 a.m., recorded in Deed Book 648, Page 248, aforesaid Records. (Expired January 31, 2006)

CALL TABLE

Course	Bearing	Distance
L166	S 17°22'44" E	96.63'
L167	S 13°22'45" E	116.75'
L168	S 15°50'00" E	154.90'
C169	Rad: 351.43' Chd: S 07°32'33" E	Arc: 101.71' 101.35'
L170	S 05°39'21" E	49.97'
L171	S 11°03'43" E	152.81'
L172	S 03°49'53" E	108.06'
L173	S 14°14'34" E	62.11'
L174	S 03°56'54" E	28.35'
C175	Rad: 174.80' Chd: S 21°45'01" W	Arc: 102.27' 100.82'
L176	S 40°50'55" W	62.88'
C177*	Rad: 167.88' Chd: S 21°40'42" W	Arc: 112.34' 110.25'
C178	Rad: 155.01' Chd: S 12°10'14" W	Arc: 76.40' 75.62'
C179*	Rad: 64.62' Chd: S 31°38'47" E	Arc: 126.34' 107.16'

* COUNTER CLOCKWISE CURVE

CLOSURE INFORMATION

THE RELATIVE POSITIONAL ACCURACY OF THE CONTROL NETWORK FOR THIS SURVEY IS 0.06 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _19,078_FEET AND AN ANGULAR ERROR OF _02"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A _TOPCON GTS 300S_TOTAL STATION AND AN_ALLEGRO_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _1,324,984_ FEET.

DRAFT
1-13-2011

ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER
PARCEL P

LAND LOTS 863, 866 & 935

2ND SECTION 21ST DISTRICT
BARTOW COUNTY CITY OF EMERSON GEORGIA
SCALE: 1" = 200'
FIELD WORK PERFORMED JULY 27 – NOV. 18, 2010

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW Telephone (770) 922-6391
CONYERS, GEORGIA 30012 FAX (770) 922-0767
JOB: LAKPOINT.CRD SCREEN FILE: LAKEPOINT.DWG

EASEMENTS
In my opinion the following easements and other documents of record listed as exceptions to title in Schedule B, Section 2 of Stewart Title Guaranty A.L.T.A. Commitment for Title Insurance, Commitment Number 1271.0125(B)(O), effective date October 20, 2010, do affect the subject property and are located on the plat where the recorded description is sufficient to plot or approximate the general location:
9. Easement for Anchors Guy Poles and Wires from Mildred V. Black to Georgia Power Company, dated September 2, 2008, filed for record September 30, 2008, recorded in Deed Book 2321, Page 554. (See Plat)

Legal Description
Parcel H

All that tract or parcel of land lying and being in Land Lot 760 of the 4th District, 3rd Section, City of Emerson, Bartow County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning commence at Bartow County Survey Monument #301, which is a 3" Aluminum Disk stamped "BC301" (Northing: 1503738.558, Easting: 2119520.425), thence running North 57° 10' 36" East a distance of 520.19 feet to a ½" rebar found; thence North 03° 44' 26" West a distance of 273.26 feet to a 5/8" rebar found and the TRUE POINT OF BEGINNING, from point thus established and running North 64° 58' 54" West a distance of 297.21 feet to a 1 ¼" square rod found on the easterly Right of Way of U.S. Highway #41 (Variable R/W, said point being 100 feet from the centerline); thence along said Right of Way along a curve to the right having a radius of 5629.58 feet and an arc length of 465.99 feet, being subtended by a chord of North 14° 58' 50" East for a distance of 465.86 feet to a Right of Way Monument found; thence continuing along said Right of Way South 72° 40' 13" East a distance of 99.85 feet to a Right of Way Monument found; thence continuing thence along said Right of Way along a curve to the right having a radius of 5529.65 feet and an arc length of 247.49 feet, being subtended by a chord of North 18° 33' 42" East for a distance of 247.47 feet to a 3/8" rebar found; thence leaving said Right of Way and running South 01° 50' 52" West a distance of 780.99 feet to the TRUE POINT OF BEGINNING. Said property contains 2.822 acres.

TRUE NORTH

200 0 200 400 600
GRAPHIC SCALE – FEET

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
R/W MON	RIGHT OF WAY MONUMENT
GPCO	GEORGIA POWER COMPANY
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
FES	FLARED END STRUCTURE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PP	POWER POLE
TSP	TRAFFIC SIGNAL POLE
–S–	SEWER LINE
–X–	FENCE
–P–	POWER LINE
FH	FIRE HYDRANT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
DB	DEED BOOK
PG	PAGE
C/L	CENTERLINE
P.L.	PROPERTY LINE
EP	EDGE OF PAVEMENT
CORP MON	U.S. CORP OF ENGINEERS MON.
L.A.	LIMIT OF ACCESS
B.L.A.	BEGIN LIMIT OF ACCESS
LL 759	LAND LOT 755
65	EXCEPTION #65

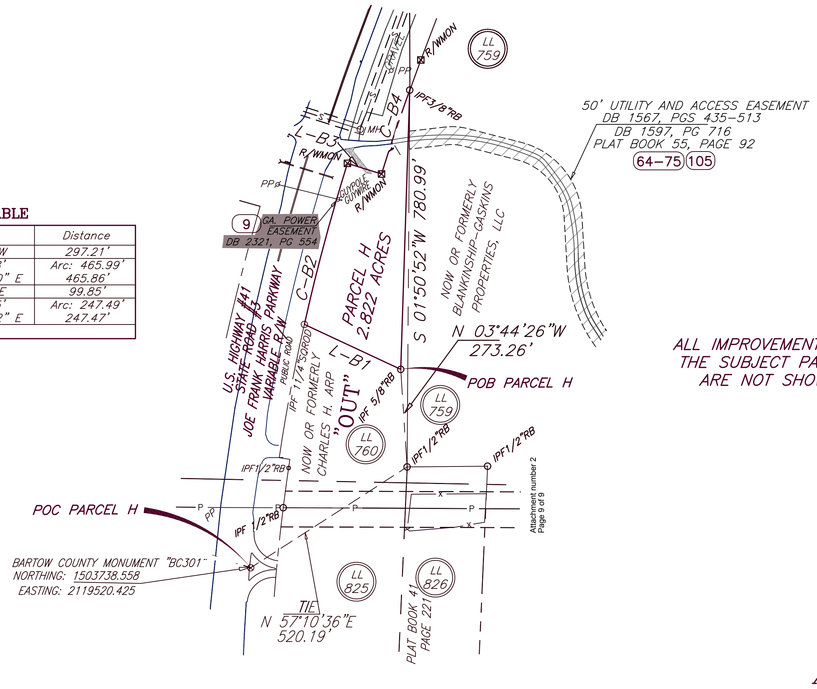
FLOOD NOTE:
THE SUBJECT PROPERTY (PARCEL H) IS NOT LOCATED WITHIN A FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBER 13015C0269G EFFECTIVE DATE SEPTEMBER 28, 2007.

REFERENCES:
1. PLAT FOR DOUGLAS L. BLACK BY JOHNNY KNIGHT, RECORDED IN PLAT BOOK 42, PAGE 247.
2. ALTA/ACSM LAND TITLE SURVEY FOR FRANCIS AND FANNY CHAN BY PLANNERS AND ENGINEERS COLLABORATIVE, DATED MAY 21, 1987.

CALL TABLE

Course	Bearing	Distance
L–B1	N 64°58'54" W	297.21'
C–B2	Rad: 5629.58' Chd: N 14°58'50" E	Arc: 465.99' 465.86'
L–B3	S 72°40'13" E	99.85'
C–B4	Rad: 5529.65' Chd: N 18°33'42" E	Arc: 247.49' 247.47'

* COUNTER CLOCKWISE CURVE



ALL IMPROVEMENTS ON THE SUBJECT PARCEL ARE NOT SHOWN

CLOSURE INFORMATION

THE RELATIVE POSITIONAL ACCURACY OF THE CONTROL NETWORK FOR THIS SURVEY IS 0.06 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN _19,078_ FEET AND AN ANGULAR ERROR OF _02"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A _TOPCON GTS 3005_TOTAL STATION AND AN_ALLEGRO_DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN _324,984_ FEET.

DRAFT
1–13–2011

ALTA/ACSM LAND TITLE SURVEY
FOR
WATKINS ASSOCIATED DEVELOPERS, INC.
OF
LAKEPOINT
SPORTING COMMUNITY & TOWN CENTER
PARCEL H

LAND LOT 760 — 3RD SECTION
CITY OF EMERSON — 4TH DISTRICT
BARTOW COUNTY — GEORGIA
SCALE: 1" = 200'
FIELD WORK PERFORMED JULY 27 – NOV. 18, 2010

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors
794 WEST CIRCLE, SW — Telephone (770) 922–6391
CONYERS, GEORGIA 30012 — FAX (770) 922–0767
JOB: LAKPOINT.CRD SCREEN FILE: LAKEPOINT.DWG

Attachment number 2
Page 9 of 9
Item # 10

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
ICMA Performance Measurement

SubCategory:	Contracts/Agreements
Department Name:	City Manager's Office
Department Summary Recomendation:	It's time for our annual renewal of our contract with the ICMA Center for Performance Measurement (CPM). We have worked with CPM for over five years now and we continue to benefit from the information it provides us (comparative performance measurements, case studies, best practices, and a network to name a few benefits). We have been recognized for our efforts in performance measurement by CPM in the form of a Certificate of Excellence in Performance Measurement. The cost for annual renewal is $5,550 and this is a budgeted item. It is recommended for your approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item
Legal:	
Associated Information:	SAVE document is attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

CMAZ0845
EEV/Basic Pilot Program* User Identification Number

Carla R. Mazique
BY: Authorized Officer or Agent
(Contractor Name)

6/8/2011
Date

Director, Human Resources
Title of Authorized Officer or Agent of Contractor

Carla R. Mazique
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF June, 2011

Julie S. Pike
Notary Public
My Commission Expires:
July 31, 2014

JULIE S. PIKE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 31, 2014

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

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

Carla R. Mazzeve

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

ICMA

[Name of business, corporation, partnership]

1) X 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.

Carla R. Mazzeve 6/2/2011
Signature of Applicant: Date

Carla R. Mazzeve
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
2nd DAY OF June, 2011

Julie S. Pike
Notary Public
My Commission Expires: July 31, 2014

*_____
Alien Registration number for non-citizens

JULIE S. PIKE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 31, 2014

*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
6/16/2011 7:00:00 PM
Lighting Design Services with Spencer Bristol

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	The city issued bids for lighting design services, which is part of the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) that we received. After reviewing the bids, it was determined that the lowest and best bid was from Spencer Bristol Engineering in the amount of $$33,691.00. Spencer Bristol will work with city staff to conduct lighting audits in city buildings, develop alternatives for existing lighting fixtures and develop bid documents for purchase and installation of new lighting fixtures. I recommend approval of this agreement with Spencer Bristol for lighting design services.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Funded with EECBG Grant.
Legal:	Agreement has been reviewed by Keith Lovell.
Associated Information:	E-verify and SAVE documents have been received.

AGREEMENT BY AND BETWEEN
THE CITY OF CARTERSVILLE
AND SPENCER BRISTOL ENGINEERING, INC., CONTRACTOR

This Agreement (hereinafter "Agreement") is entered into this ___ day of _____ 2011 (the date to be inserted by the last party to execute), by and between the City of Cartersville (hereinafter the "City"), whose address for the purposes of this Agreement is P.O. Box 1390, Cartersville, GA 30120, and Spencer Bristol Engineering, Inc. (hereinafter "Contractor"), whose address for the purposes of this Agreement is 5880 Live Oak Parkway, St. 140, Norcross, GA 30093 (the City and Contractor collectively referred to as the "Parties").

WHEREAS, the U.S. Department of Energy's (hereinafter "DOE") Energy Efficiency and Conservation Block Grant Program (hereinafter "EECBG"), provides grants to states and local governments to develop and implement projects to improve energy efficiency and reduce energy use and fossil fuel emissions in their communities; and

WHEREAS, pursuant to O.C.G.A. § 50-23-32, the Division of Energy Resources of the Georgia Environmental Finance Authority (hereinafter "GEFA") is authorized to, among other things, administer federal programs, accept and disburse federal, state and private grant funds for energy related matters, and enter into contracts for such purposes; and

WHEREAS, GEFA administers the EECBG by funding energy efficiency and conservation projects (hereinafter "Projects") in the State of Georgia; and

WHEREAS, GEFA has awarded the City of Cartersville funding (Grant Number DE-EE0000806) to carry out the Projects; and

WHEREAS, the Contractor has the personnel, equipment, facilities, and technical expertise to carry out the Projects.; and

WHEREAS, the City requires the services of Contractor to implement the EECBG.

NOW THEREFORE in consideration of the mutual benefits and promises made herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

1. SERVICES AND STANDARDS

1.1 Services. The Contractor shall provide the services as set forth in Exhibit A, entitled Standard Scope of Services, attached hereto and incorporated herein by reference (hereinafter

"Services"). The Contractor may engage subcontractors to perform portions of the Services, provided that the City has approved, in writing, each such subcontractor, and further, providing that the Contractor remains fully responsible for all work performed by its subcontractors.

1.2 American Recovery and Reinvestment Act. The Contractor shall carry out the Services in accordance with the special provisions of the American Recovery and Reinvestment Act of 2009 (hereinafter "ARRA"), entitled ARRA Scope of Services attached hereto as Exhibits B and C and by this reference incorporated herein. In the event of conflict, the stipulations in Exhibits B and C shall take precedence over any conflicting terms in this Agreement or in the Standard Scope of Work in Exhibit A.

1.3 Standards. The Contractor shall perform the Services in accordance with the degree of care, learning, skill, and ability which is ordinarily possessed by other persons doing similar work in that industry.

2. TERM AND COMPENSATION

2.1 Term. Unless sooner terminated as hereinafter provided, the term of this Agreement shall commence on the ___ day of _____, 2011 (hereinafter "Commencement Date"), and end upon completion of the Services, but no later than 11:59 p.m. on the 30 day of June, 2012 (hereinafter "Term").

2.2 Consideration. In consideration of the Contractor performing the Services, the City shall pay Contractor a fee of no more than thirty-three thousand six-hundred and ninety-one dollars and no/cents ($33,691.00), subject to the availability of funds from GEFA and the U.S. Department of Energy.

2.3 Method of Payment. To request payment, Contractor shall submit monthly invoices to the City for reimbursement of expenses incurred by Contractor during the calendar month immediately preceding the date of the invoice (hereinafter "Invoice"), for the City's review and approval. If approved, the City will make payment to Contractor within thirty (30) days of receipt by the City of a complete and proper Invoice. The City will reimburse Contractor for eligible expenses incurred and paid by the Contractor on or after the Effective Date.

2.4 Maximum Amount Payable for Fees. In no event shall the City be liable for fees in excess of the amount set forth in Section 2.2 above.

3. PROJECT TERMS

3.1 Inspections and Monitoring. The City, GEFA, DOE and their agents, shall have the right to inspect the physical location of any Project undertaken pursuant to this Agreement. Inspections will be conducted during regular business hours.

3.2 Reports. Contractor shall provide reports to the City as required by the Standard Scope of Services.

3.3 Access and Audit. The City shall have access to any pertinent books, documents, papers, and records of the Contractor for the purpose of making audits. Records of reimbursable expenses and expenses pertaining to services performed shall be kept on the basis of generally accepted accounting principles and shall be available to the City at mutually convenient times, but in no event more than seventy-two (72) hours after a written request from the City.

3.4 Open Records Act. Pursuant to the Open Records Act, O.C.G.A. 50-18-70 (hereinafter "Act"), all public records received or maintained by the Contractor are subject to disclosure. Contractor shall notify the City no later than twenty-four (24) hours after receipt of a request for disclosure of any public record. Failure to comply with this provision is a material breach of this Agreement which may result in termination for cause.

4. RELEASE

Release of Claims. The Contractor shall, and cause its subcontractors to, indemnify, release and hold the City, its officers, members, employees and the State of Georgia, its departments, agencies and instrumentalities, harmless from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by the City and any of its officers, members, or employees), claims, suits and judgments to the extent arising or resulting from performance of work under this Agreement. Contractor shall ensure that the provisions of this Section be included in all contracts and subcontracts.

5. INSURANCE

5.1 Liability Insurance. During the term of the contract, the Contractor shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the Services being performed, the Contractor shall maintain a commercial general liability policy covering his Services. The Contractor shall file with the City a certificate of insurance from an insurance

company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance with limits of not less than One Million and No/Dollars ($1,000,000) per occurrence and naming the City as an additional insured. Any deductibles and self-insurance retention shall not be greater than Twenty-Five Thousand and No/Dollars ($25,000).

5.2 Workers Compensation Insurance. During the Term, the Contractor shall maintain Workers Compensation insurance in the statutory amounts required. The Contractor shall file with the City a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

6. CONTRACT ADJUSTMENTS, CONTINGENCIES AND TERMINATION

6.1 Changes. No material changes in the scope of Services, including any increase or decrease in compensation, shall be allowed without the execution of a supplemental agreement or written amendment by and between the City and the Contractor.

6.2 Contingency. This Agreement is expressly contingent upon: (i) the ability of the City to reach an agreement with GEFA for the Project; and (ii) the availability of funds from the DOE for the Project.

6.3 Termination for Convenience of the Government (Without Cause). The City may at any time, and for any reason or without any reason or cause terminate this Agreement, including if a newly elected Mayor and City Council desires to terminate by giving the Contractor written notice specifying the termination date; provided that in the event of termination under this provision, the City shall pay to the Contractor all fees properly due: (i) for services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred. In the event of such termination the Contractor shall have no claim for any sum of money in excess of what is allowed in this Section, as a result of or relating to such termination.

6.4 Termination For Cause. In the event the Contractor: (i) fails to perform any of the terms, covenants, or provisions of this Agreement required to be performed by the Contractor; or (ii) fails to make progress in the Services hereunder in a reasonable manner; or (iii) its conduct impairs or prejudices the interests of the City or violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this contract by giving the

Contractor notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Contractor to the City.

7. COMPLIANCE WITH APPLICABLE LAW

7.1 Certifications.

7.1.1 Drug-Free Workplace. Contractor certifies that it has read, understands, and will comply with the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act."

7.1.2 Conflicts of Interest. The Contractor certifies that the provisions of O.C.G.A. § 45-10-1 *et seq*. concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

7.2 Minority Participation Policy. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. *See* O. C. G. A. §48-7-38.

7.3 Compliance with Georgia Executive Orders Concerning Ethics. The Contractor warrants that he and his firm have complied with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Contractor certifies that any lobbyist employed or retained by the Contractor or his firm has both registered and made the required disclosures required by the Executive Orders, as amended.

7.4 Discrimination in Employment Prohibited. The Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41

C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.5 Discrimination Prohibited. No person in the United States shall, on the ground of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The Contractor will comply with the regulations promulgated by the DOE, pursuant to the Civil Rights Act of 1964, and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.6 Political Activity Prohibited. None of the funds, materials, property or services provided by the City or the Contractor under this Agreement shall be used in the performance of this Agreement for any political activity, in accordance with O.C.G.A. § 50-20-3.

7.7 Environmental and Historic Preservation Laws. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the DOE, or other awarding Federal agency, to ensure compliance with applicable laws including, but not limited to: the National Environmental Policy Act, the National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The Contractor shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.8 Debarment and Suspension. No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

7.9 Copeland "Anti-Kickback" Act. The Contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

7.10 Byrd Anti-Lobbying Amendment. The Contractor shall cause its contractors who apply or bid for an award of $100,000 or more, to certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

7.11 Compliance with Federal, State and Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments, including, but not limited to:

(i) O.C.G.A. §§ 50-20-2 through 50-20-8 relating to certain reports required of nonprofit Contractors who contract with the State;
(ii) provisions for state and federal audit requirements in O.C.G.A. §§ 36-81-7, 50-20-3, and OMB Circular No. A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156;
(iii) provisions for federal procurement in OMB Circular No. A-102 and 110;
(iv) provisions for federal cost principles in 10 C.F.R. Part 440, and OMB Circulars Nos. A-87 and A-122.

8. GENERAL TERMS

8.1 Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

8.2 No Estoppel. No course of action or failure to act by the City or any of its officers, members, employees, agents or other representatives shall modify this Agreement, waive rights under it or arising from its breach, or to stop the City from enforcing its terms.

8.3 Captions. The caption of each numbered provision hereof is for identification and convenience only and shall be disregarded in construing this Agreement.

8.4 Relationship of Parties. Neither this Agreement nor any actions of the parties or their officers or employees will create any agency relationship or joint venture between the City and the Contractor. The City is not an agent or representative of the Contractor and the Contractor is not an agent or representative of the City. The Contractor shall be solely responsible for its activities undertaken pursuant to this Agreement.

8.5 Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO THE CITY:

City of Cartersville
Attn: Tom Quist
P.O. Box 1390
Cartersville, GA 30120
Telephone: (770) 387-5616
Facsimile: (770) 386-5841

AS TO CONTRACTOR:

Spencer Bristol Engineering, Inc.
5880 Live Oak Parkway
Suite 140
Norcross, GA 30093
Telephone: (770) 414-1628
Facsimile: (770) 414-6024

8.6 Applicable Law. The law of Georgia shall govern this Agreement.

8.7 No Assignment. The Contractor may not delegate away its responsibility and obligations under the Agreement or assign any rights it may have under it without the expressed permission of the City.

8.8 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, and their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.

8.9 Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

8.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

8.11 Immigration Reform Compliance Requirement. 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.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized officers and representatives, have signed, sealed, and delivered this Agreement as of the date first above written.

_____	The City of Cartersville
Contractor	
BY:_____	BY:_____ Matthew J. Santini
Position:_____	Position: Mayor
	Attest:_____ Connie Keeling, City Clerk

EXHIBIT A
SCOPE OF SERVICES

Facilities included in the Lighting Design are as follows:

1. City Manager's Office
2. City Hall
3. Public Works Office
4. Public Works Shop
5. Public Works Truck Shed
6. Electric Office
7. Electric Shed
8. Gas Office
9. Old Garage
10. City Garage
11. Cemetery Office
12. Cemetery Shed
13. Cemetery Greenhouse
14. Water Pollution Control Plant (WPCP): Distribution and Collection Building
15. WPCP: North Electrical Building
16. WPCP: Primary Lift Building
17. WPCP: Secondary Lift Building
18. WPCP Laboratory
19. WPCP: Old Chlorine Building
20. WPCP: Maintenance Shop
21. WPCP: Press Building
22. WPCP: South Electrical Building
23. Water Treatment Plant (WTP): Generator Building
24. WTP: Old High Service Building
25. WTP: Chemical Storage Building
26. WTP: Water Plant Main Building
27. WTP: Filter Room
28. WTP: New High Service Building
29. Water Admin Office
30. Fiber Building
31. Dellinger Park Office
32. Dellinger Park Maintenance Building
33. Dellinger Park Tennis Building
34. Dellinger Park Concession Stand I
35. Dellinger Park Concession Stand II
36. Dellinger Park Outdoor Restrooms I

37. Dellinger Park Outdoor Restrooms II
38. Aubrey Street Gym (Lower Gym)
39. Soccer Complex Electrical Room
40. Soccer Complex Pavilion
41. Civic Center
42. Goodyear Clubhouse
43. Baseball Complex Concession Stand
44. Baseball Complex Clubhouse
45. Gymnastics Building

I. LIGHTING DESIGN SERVICES

1. Verify Existing Conditions
    a. The contractor shall verify existing lighting conditions by completing an on-site lighting fixture and control inventory for each facility. The inventory shall include every fixture and control.
    b. The contractor shall inspect the electrical service and metering of all facilities.
2. Analysis and Review
    a. The contractor shall review energy-saving options for each facility to include but not limited to: LED, Induction, motion/vacancy detection, dimming technology, controls strategies, daylight harvesting, high-output fluorescent, and ballast/lamp "tuning."
    b. The contractor shall select preferred ideal and retro-fit options for each facility
    c. The contractor shall develop relative initial-cost-versus-energy-saving profiles, develop lighting level analyses, and provide initial report on recommended options for each facility based on fixture/controls installed at each location. Items to be studied/evaluated shall include:
        i. Lighting Levels
        ii. Energy Savings
        iii. Initial Cost
        iv. Lamp/ballast Inventory
        v. Ongoing Maintenance
        vi. Ease of Operation
    d. The contractor shall present initial report to the Study Advisory Committee including study results, schematic design, and initial construction cost estimate.

3. Documentation
    a. The contractor shall develop Final Bid Documents based on review/comment from the Study Advisory Committee.
    b. The contractor shall develop a measurement and verification (M&V) plan to verify energy and cost savings per Option A of the International Performance Measurement and Verification Protocol (IPMVP).
    c. The contractor shall prepare and present final documentation.
    d. The contractor shall draft a report including lighting needs and deficiencies, feasible alternatives, the preferred solutions, alternative solutions using existing infrastructure, financial feasibility, M&V plan, the summary of findings and other recommendations.
    e. The contractor shall prepare a draft of the final for-bid construction documents, and present the draft to the Study Advisory Committee for final comments.
    f. The contractor shall prepare the Final Report and For-bid construction documents.
4. Construction
    a. The contractor shall assist the City of Cartersville with the procurement of an installation contractor.
    b. The contractor shall be available for construction kickoff meeting, contractor requests for information, and material submittal review/approval.
    c. The contractor shall perform a post-installation inspection after the completion of selected installations to ensure compliance with the lighting design plan.
    d. The contractor shall provide a final report verifying compliance with lighting design work, identifying any deficiencies in construction or deviations from the design plan for remediation by installation contractor.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION I: GENERAL PROVISIONS

A. Access to Records

The DOE, the Comptroller General of the United States, or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of GEFA or the Contractor which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

B. Record Retention

Financial records, supporting documents, statistical records, and all other records pertinent to the Services shall be retained in accordance with 10 C.F.R. Part 600.153 (for non-profit organizations), 10 C.F.R. Part 600.242 (for state and local governments), and 10 C.F.R. Part 600.342 (for for-profit organizations).

C. Debarment and Suspension

The Contractor shall not enter into any contract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901.

D. Copeland "Anti-Kickback" Act

The Contractor and its subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

E. Byrd Anti-Lobbying Amendment

The Contractor and its subcontractors shall certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

F. Equal Employment Opportunity

The Contractor and its subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

G. Contract Work Hours and Safety Standards Act

For construction contracts in excess of $2000, and contracts involving the employment of mechanics or laborers in excess of $2500, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 11/2times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. Rights to Inventions Made Under a Contract or Agreement

For contracts or agreements for the performance of experimental, developmental, or research work, the Contractor shall provide for the rights of the Federal Government and GEFA in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. Audit, Procurement and Allowable Costs.

The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal government, including, but not limited to:

(i) provisions for federal audit requirements in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and revised OMB Circular A–133 (for states, local governments and non-profit organizations), and 10 C.F.R. Part 600.316 (for for-profit organizations);

(v) provisions for federal procurement in OMB Circular No. A-102 and 110;

(iii) provisions for federal cost principles in 10 C.F.R. Part 440 and OMB Circulars Nos. A-87 (for state and local governments), A-122 (for private non-profit organizations), and 48 C.F.R. Part 31 (for commercial organizations).

J. Nondiscrimination Policies

Contractor must comply with applicable provisions of the following national policies prohibiting discrimination:

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;

(ii) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;

(iii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;

(iv) On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;

(v) On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and

(vi) On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

K. Environmental Policies

Contractor must:

(i) Comply with applicable provisions of the Clean Air Act (42 U.S.C.7401, et. seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.

(ii) Immediately identify to GEFA any potential impact that Contractor finds this award may have on:

a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR Part 1021.

b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.

c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).

d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.

e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

(iii) Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

(iv) Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION II: FEDERAL ASSISTANCE REPORTING

A. Management, Financial and Other Reports

Upon GEFA's request, the Contractor shall assist GEFA in completing:

(i) an annual special status report in accordance with the Federal Assistance Reporting Instructions;

(ii) quarterly and final federal financial reports in accordance with the Federal Assistance Reporting Instructions;

(vi) a final property certification;

(vii) an annual report; and

(viii) quarterly ARRA performance progress reports.

B. Annual Reports

The Contractor should report the following annually to GEFA:

- The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
- The status of the subgrant program of the state;
- Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
- Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources.)

C. ARRA Performance Progress Report

The Contractor should report the following metrics quarterly to GEFA:

a. The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received;

b. The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;

c. A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

(i) Name of project or activity
(ii) Description of project or activity
(iii) Evaluation of the completion status of project or activity
(iv) Estimate of number of jobs created and retained by project or activity in the manner and form prescribed by DOE
(v) Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency
(vi) for funding infrastructure investment, name of agency contact.
(vii) Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).

- Jobs created and/or retained
- Energy (kwh/therms/gallons/BTUs/etc.) saved
- Renewable energy generated
- GHG emissions reduced
- Cost savings

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards
• Name of new code adopted
• Name of old code replaced
• Number of new and existing buildings covered by new code

Building Retrofits
• Number of buildings retrofitted, by sector
• Square footage of buildings retrofitted, by sector

Clean Energy Policy
• Number of alternative energy plans developed or improved
• Number of renewable portfolio standards established or improved
• Number of interconnection standards established or improved

Building Energy Audits
• Number of audits performed, by sector
• Floor space audited, by sector
• Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling
• Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement
• Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Retrofit Support
• Number of buildings retrofitted, by Industry Type
• Square footage of buildings retrofitted, by Industry Sector

Loans, Grants, and Incentives
• Number and monetary value of loans given
• Number and monetary value of grants given
• Number and monetary value of incentives provided

Incremental Cost for Efficiency and Design Elements in New Buildings
• Number and square footage of new buildings designed, by sector
• Number and square footage of new buildings constructed, by sector

Renewable Energy Market Development
• Number and size of solar energy systems installed
• Number and size of wind energy systems installed
• Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency
• Monetary value of financial incentive provided, by sector
• Total value of investments incentivized, by sector
• Estimated impact of incentives on total investment made

Technical Assistance
• Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation
• Number of alternative fuel vehicles purchased
• Number of conventional vehicles converted to alternative fuel use
• Number of new alternative refueling stations emplaced
• Number of new carpools and vanpools formed
• Number of energy-efficient traffic signals installed
• Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

• Number and type of workshops, training, and education sessions held
• Number of people attending workshops, training, and education sessions

Other Activities Not Previously Defined
• Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)
• Annual reduction in natural gas consumption (mmcf) by sector and end-use category
• Annual reduction in electricity consumption (MWh) by sector and end-use category
• Annual reduction in electricity demand (MW) by sector and end-use category
• Annual reduction in fuel oil consumption (gallons) by sector and end-use category
• Annual reduction in propane consumption (gallons) by sector and end-use category
• Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

Job Creation/Retention
• Number
• Type
• Duration

Renewable Energy Capacity and Generation
• Amount of wind-powered electric generating capacity installed (MW)
• Amount of electricity generated from wind systems (MWh)
• Amount of photovoltaic generating capacity installed (MW)
• Amount of electricity generated from photovoltaic systems (MWh)
• Amount of electric generating capacity from other renewable sources installed (MW)
• Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO_2 equivalents)
• Methane
• Carbon
• Sulfur dioxide
• Nitrogen oxide
• Carbon monoxide

Protected Personally Identifiable Information (PII)
Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION III: DOE RECOVERY ACT REPORTING VIA PERFORMANCE AND ACCOUNTABILITY FOR GRANTS IN ENERGY (PAGE) SYSTEM

A. GEFA is responsible for reporting quarterly and monthly information to DOE via PAGE. Attachment 1 lists all metrics that recipients are required to report to the DOE via PAGE on a quarterly basis to DOE. The deadline for reporting these quarterly metrics will be on the 30th of the month, following the close of the quarter for which data are being reported (e.g. April 30th for data from January-March 2010).

In addition to the quarterly reporting of metrics, a subset of key metrics will be reported on a monthly basis from recipients with formula allocations greater than $2 million. **EECBG recipients with formula allocations less than $2 million will not be required to report any metrics monthly.** These metrics, listed in Attachment 2, are required to be reported on a more frequent basis in order to track progress and report success in key areas, to identify where additional assistance may be needed, and to maintain transparency and accountability regarding the use of Recovery Act funds. Monthly reports will be due on the 20th of the month following the month for which data is being reported.

B. For quarterly reports, Contractor shall no later than the 15th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010), provide GEFA with a report on the use of Recovery Act funding, in accordance with DOE requirements. The reports shall cover the contract period of May 27, 2010 through March 31, 2012 and is due:

Quarter Ending	Report Due
March 31, 2010	April 15, 2010
June 30, 2010	July 15, 2010
September 30, 2010	October 15, 2010
December 31, 2010	January 15, 2011
March 31, 2011	April 15, 2011
June 30, 2011	July 15, 2011
September 30, 2011	October 15, 2011
December 31, 2011	January 15, 2012
March 31, 2012	April 15, 2012

For monthly reports, Contractor shall no later than the 10th day of the month following the month for which data is being reported, provide GEFA with a report on the use of Recovery Act funding, in accordance with DOE requirements. The first monthly reporting deadline will be March 20th, 2010, reporting data for February 2010.

EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) **Jobs**	
Metric Activity	Metric
Jobs Created	Jobs Created through Recovery Act funds (in FTEs)
Jobs Created	Jobs Created through Non-Federal funds (in FTEs)
Total Head-count	Cumulative number of individuals compensated for any amount of work on Recovery Act-supported projects.
Standard Programmatic Metrics	
Metric Activity	Metric
Building Retrofits	Outlays (Expenditure of Recovery Act funds)
Building Retrofits	Outlays (Expenditure of Non-Federal funds)
Building Retrofits	Number of buildings retrofitted, by sector
Building Retrofits	Square footage of buildings retrofitted, by sector
Loans and Grants	Outlays (Expenditure of Recovery Act funds)
Loans and Grants	Outlays (Expenditure of Non-Federal funds)
Loans and Grants	Number of loans given
Loans and Grants	Number of grants given
Loans and Grants	Total Monetary value of loans given
Loans and Grants	Total Monetary value of grants given
Renewable Energy Market Development	Outlays (Expenditure of Recovery Act funds)
Renewable Energy Market Development	Outlays (Expenditure of Non-Federal funds)
Renewable Energy Market Development	Number of solar energy systems installed
Renewable Energy Market Development	Total capacity of solar energy systems installed (kW)
Renewable Energy Market Development	Number of wind energy systems installed
Renewable Energy Market Development	Total capacity of wind energy systems installed (kW)
Renewable Energy Market Development	Number of other solar thermal systems installed
Renewable Energy Market Development	Total capacity of solar thermal systems installed (square feet)
Renewable Energy Market Development	Number of ground source geothermal systems installed
Renewable Energy Market Development	Total capacity of ground source geothermal systems installed (tons)
Renewable Energy Market Development	Number of biomass (non-transport) systems installed
Renewable Energy Market Development	Total capacity of biomass (non-transport) systems installed (kW)
Renewable Energy Market Development	Number of biofuel systems installed
Renewable Energy Market Development	Total capacity of biofuel systems installed (gallons per year)
Renewable Energy Market Development	Number of hydropower systems installed
Renewable Energy Market Development	Total capacity of hydropower systems installed (kW)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (BTU/h)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (kW)

Building Codes and Standards	Outlays (Expenditure of Recovery Act funds)
Building Codes and Standards	Outlays (Expenditure of Non-Federal funds)
Building Codes and Standards	Name of new code adopted
Building Codes and Standards	Name of old code replaced
Building Codes and Standards	Number of new and existing buildings covered by new code
Clean Energy Policy	Outlays (Expenditure of Recovery Act funds)
Clean Energy Policy	Outlays (Expenditure of Non-Federal funds)
Clean Energy Policy	Number of alternative energy plans developed or improved
Clean Energy Policy	Number of renewable portfolio standards established or improved
Clean Energy Policy	Number of interconnection standards established or improved
Clean Energy Policy	Number of energy efficiency standards established or improved
Clean Energy Policy	Number of other policies developed or improved
Building Energy Audits	Outlays (Expenditure of Recovery Act funds)
Building Energy Audits	Outlays (Expenditure of Non-Federal funds)
Building Energy Audits	Number of audits performed, by sector
Building Energy Audits	Floor space audited by sector
Building Energy Audits	Auditors projection of energy savings by sector
EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) Energy Efficiency Rating and Labeling	Outlays (Expenditure of Recovery Act funds)
Energy Efficiency Rating and Labeling	Outlays (Expenditure of Non-Federal funds)
Energy Efficiency Rating and Labeling	Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by grantee
Government, School, Institutional Procurement	Outlays (Expenditure of Recovery Act funds)
Government, School, Institutional Procurement	Outlays (Expenditure of Non-Federal funds)
Government, School, Institutional Procurement	Number of units purchased, by type (e.g. vehicles, office equipment, HVAC equipment, streetlights, exit signs)
Industrial Process Efficiency	Outlays (Expenditure of Recovery Act funds)
Industrial Process Efficiency	Outlays (Expenditure of Non-Federal funds)
Industrial Process Efficiency	Reduction in natural gas consumption (MMcf)
Industrial Process Efficiency	Reduction in fuel oil consumption (gallons)
Industrial Process Efficiency	Reduction in electricity consumption (MWh)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Recovery Act funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Non-Federal funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Monetary value of financial incentive provided, by sector
Financial Incentives for Energy Efficiency and Other Covered Investments	Total value of investments incentivized, by sector
Technical Assistance	Outlays (Expenditure of Recovery Act funds)
Technical Assistance	Outlays (Expenditure of Non-Federal funds)
Technical Assistance	Number of information transactions contacts (for example, webinar, site visit, media fact sheet) in

	which energy efficiency or renewable energy measures were recommended, by sector
Transportation	Outlays (Expenditure of Recovery Act funds)
Transportation	Outlays (Expenditure of Non-Federal funds)
Transportation	Number of alternative fuel vehicles purchased
Transportation	Number of conventional vehicles converted to alternative fuel use
Transportation	Number of new alternative re-fueling stations emplaced
Transportation	Number of new carpools and vanpools formed
Transportation	Number of energy efficient traffic signals installed
Transportation	Number of street lane miles for which synchronized traffic signals were installed
Workshops, Training, and Education	Outlays (Expenditure of Recovery Act funds)
Workshops, Training, and Education	Outlays (Expenditure of Non-Federal funds)
Workshops, Training, and Education	Number of workshops, training, and education sessions held by sector
Workshops, Training, and Education	Number of people attending workshops, training, and education sessions, by sector
Other Activities Not Previously Defined	Outlays (Expenditure of Recovery Act funds)
Other Activities Not Previously Defined	Outlays (Expenditure of Non-Federal funds)
Other Activities Not Previously Defined	Pertinent metric information for any activity not defined above should be captured and included as needed
Critical Metrics	
Metric Activity	Metric
Energy Savings	Reduction in natural gas consumption (MMcf), by sector
Energy Savings	Reduction in electricity consumption (MWh), by sector
Energy Savings	Reduction in electricity demand (MW), by sector
Energy Savings	Reduction in fuel oil consumption (gallons), by sector
Energy Savings	Reduction in propane consumption (gallons), by sector
Energy Savings	Reduction in gasoline and diesel fuel consumption (gallons), by sector
Energy Cost Savings	Dollars Saved
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWh)
EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) Renewable Energy Capacity and Generation	Amount of electricity generated from photovoltaic systems (MWh)
Renewable Energy Capacity and Generation	Amount of electricity generated from other renewable sources (MWh)
Emissions Reductions	Amount of green house gases reduced (CO2 equivalents)1
Emissions Reductions	Amount of criteria air pollutants reduced (tons)2
EECBG Program Notice 10-01 Attach 2: EECBG Monthly Reporting Metrics (Recovery Act) **Jobs**	
Metric Activity	Metric
Total Head-count	Cumulative number of individuals compensated

	for any amount of work on Recovery Act-supported projects.
Standard Programmatic Metrics	
Metric Activity	Metric
Building Retrofits	Outlays (Expenditure of Recovery Act Funds)
Building Retrofits	Number of buildings retrofitted, by sector
Building Retrofits	Square footage of buildings retrofitted, by sector
Loans and Grants	Outlays (Expenditure of Recovery Act Funds)
Loans and Grants	Number of loans given
Loans and Grants	Number of grants given
Loans and Grants	Total Monetary value of loans given
Loans and Grants	Total Monetary value of grants given
Renewable Energy Market Development	Outlays (Expenditure of Recovery Act Funds)
Renewable Energy Market Development	Number of solar energy systems installed
Renewable Energy Market Development	Total capacity of solar energy systems installed (kW)
Renewable Energy Market Development	Number of wind energy systems installed
Renewable Energy Market Development	Total capacity of wind energy systems installed (kW)
Renewable Energy Market Development	Number of other solar thermal systems installed
Renewable Energy Market Development	Total capacity of solar thermal systems installed (square feet)
Renewable Energy Market Development	Number of ground source geothermal systems installed
Renewable Energy Market Development	Total capacity of ground source geothermal systems installed (tons)
Renewable Energy Market Development	Number of biomass (non-transport) systems installed
Renewable Energy Market Development	Total capacity of biomass (non-transport) systems installed (kW)
Renewable Energy Market Development	Number of biofuel systems installed
Renewable Energy Market Development	Total capacity of biofuel systems installed (gallons per year)
Renewable Energy Market Development	Number of hydropower systems installed
Renewable Energy Market Development	Total capacity of hydropower systems installed (kW)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (BTU/h)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (kW)
Building Codes and Standards	Outlays (Expenditure of Recovery Act Funds)
Clean Energy Policy	Outlays (Expenditure of Recovery Act Funds)
Building Energy Audits	Outlays (Expenditure of Recovery Act Funds)
Energy Efficiency Rating and Labeling	Outlays (Expenditure of Recovery Act Funds)
Government, School, Institutional Procurement	Outlays (Expenditure of Recovery Act Funds)
Industrial Process Efficiency	Outlays (Expenditure of Recovery Act Funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Recovery Act Funds)
Technical Assistance	Outlays (Expenditure of Recovery Act Funds)

Transportation	Outlays (Expenditure of Recovery Act Funds)
Workshops, Training, and Education	Outlays (Expenditure of Recovery Act Funds)
Other Activities Not Previously Defined	Outlays (Expenditure of Recovery Act Funds)

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

SECTION I: SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

A. Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

B. Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

C. The parties to this Agreement shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations").

D. Some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like. GEFA shall provide Contractor with specific ARRA requirements as they are made available to GEFA by the Federal Government, which requirements shall be binding on Contractor as a condition of Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such additional requirements shall be issued by GEFA in writing in the form of ARRA program guidance, bulletins and/or directives;

2. That such additional requirements shall be issued by GEFA in the most timely and expeditious manner practicable;

3. That such additional requirements shall be reasonably necessary to satisfy Contractor's and GEFA's ARRA Requirements and to realize the purposes of ARRA;

4. That major and material changes in the ARRA program and/or ARRA requirements which substantially affect Contractor's and/or GEFA's ability to fulfill their ARRA Requirements or otherwise serve to create a substantial hardship on either Contractor or GEFA shall be subject to an amendment to this Agreement;

5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subsection B. 4 above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and

6. That upon GEFA's good faith determination, delivered to Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subsection B. 4 above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established GEFA procedure and policy and as required under Federal and State law.

E. Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Requirements and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Requirements. Should Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to GEFA as soon as is practicable.

F. For purposes of ensuring full compliance with ARRA and ARRA Requirements, GEFA may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.

G. In the event that Contractor fails to assist and cooperate with GEFA in its oversight functions as provided in subsection D., or should GEFA determine Contractor has not met its Requirements under this Agreement, the following may occur:

1. GEFA may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a time certain within a reasonable period of time, given the urgency and time constraints associated with ARRA, in which Contractor must be in full compliance with the directive;

2. Should Contractor fail to comply with the finding and directive in accordance with subsection E. 1 above, GEFA may suspend ARRA program payments to Contractor as provided herein until such time as Contractor is in compliance;

3. Should Contractor dispute GEFA's finding, Contractor shall within 15 days of receipt of the finding deliver a written rebuttal to GEFA which GEFA shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended or enforced;

4. Any suspension of ARRA payments as provided in subsection E. 2 above shall be conditioned upon GEFA providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);

5. Should the Federal funding agency have or be willing to conduct an investigative or review process, the payment suspension shall be in force until such time as the Federal funding agency affirms or recommends or compels reversal of GEFA's finding(s);

6. Contract status and payment obligations disputes which are not resolved to the mutual satisfaction of the parties through the procedures specified in subsections E. 1) to 5) above, shall be resolved in accordance with procedures established for the standard (non-ARRA) GEFA programs under applicable Federal and State law, provided GEFA may, at its option, withhold ARRA program payments until final resolution of the matter as provided in this subsection.

H. Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the Georgia Environmental Facilities Authority."

I. Separate Accounting - Contractor shall segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

SECTION II: SECTION 1512 REPORTING REQUIREMENTS

A. Section 1512 of the Recovery Act requires reports on the use of Recovery Act funding by GEFA no later than the 10th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010) and for the Federal agency providing those funds to make the reports publicly available no later than the 30th day after the end of that quarter.

B. GEFA is responsible for reporting the information required by Section 1512 of the Act and as provided in any Guidance on the Act, including the Federal Funding Accountability and Transparency Act (FFATA) data elements for the contractors of GEFA required under 1512(c)(4). In addition, GEFA must report three additional data elements associated with any vendors receiving funds from GEFA for any payments greater than $25,000. Specifically, GEFA must report the identity of the vendor by reporting the D-U-N-S number, the amount of the payment, and a description of what was obtained in exchange for the payment. If the vendor does not have a D-U-N-S number, then the name and zip code of the vendor's headquarters will be used for identification. Vendors, as defined in the guidance, are not required to obtain a D-U-N-S number.

C. Contractor shall no later than the 5th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010), provide GEFA with a report on the use of Recovery Act funding, in accordance with Section 1512 of the Act and as provided in any Guidance on the Act. The report shall cover the contract period of May 27, 2010 through March 31, 2012 and is due:

Quarter Ending	Report Due
March 31, 2010	April 5, 2010
June 30, 2010	July 5, 2010
September 30, 2010	October 5, 2010
December 31, 2010	January 5, 2011
March 31, 2011	April 5, 2011
June 30, 2011	July 5, 2011
September 30, 2011	October 5, 2011
December 31, 2011	January 5, 2012
March 31, 2012	April 5, 2012

a. General Requirements. The Contractor report to GEFA shall include the following:

1. Total amount of funds received, and of that, the amount spent on projects and activities;

2. A list of those projects and activities funded by name to include:

(a) Description;
(b) Completion status; and
(c) Estimates on jobs created or retained.

3. Details on sub-awards and other payments.

b. FFATA Data Elements. The Contractor report to GEFA shall also include the FFATA data elements required under Section 1512(c)(4) for payments from GEFA to Contractor. In addition, the Contractor shall report one data element associated with any vendors receiving funds from the Contractor. Specifically, the Contractor must report, for any payments greater than $25,000, the identity of the vendor by reporting the D-U-N-S number, if available, or otherwise the name and zip code of the vendor's headquarters. Vendors are not required to obtain a D-U-N-S number.

The specific data elements to be reported by GEFA and Contractor are included in the data dictionary contained in the *Recipient Reporting Data Model*. This document will be published on OMB's website and www.Recovery.gov as supplemental materials to the January 22, 2009 Guidance. Below are the basic reporting requirements to be reported on prime recipients, recipient vendors, sub-recipients, and sub-recipient vendors. Administrative costs are excluded from the reporting requirements. The basic reporting requirements below may contain multiple data elements as defined in the data dictionary.

Prime Recipient/GEFA
1. Federal Funding Agency Name
2. Award identification
3. Recipient D-U-N-S
4. Parent D-U-N-S
5. Recipient CCR information
6. CFDA number, if applicable
7. Recipient account number
8. Project/grant period
9. Award type, date, description, and amount
10. Amount of Federal Recovery Act funds expended to projects/activities
11. Activity code and description
12. Project description and status
13. Job creation narrative and number
14. Infrastructure expenditures and rationale, if applicable
15. Recipient primary place of performance
16. Recipient area of benefit
17. Recipient officer names and compensation (Top 5)
18. Total number and amount of small sub-awards; less than $25,000

Recipient Vendor
1. D-U-N-S or Name and zip code of Headquarters (HQ)

2. Expenditure amount
3. Expenditure description

Sub-Recipient/Contractor (also referred to as FFATA Data Elements)
1. Sub-recipient D-U-N-S
2. Sub-recipient CCR information
3. Sub-recipient type
4. Amount received by sub-recipient
5. Amount awarded to sub-recipient
6. Sub-award date
7. Sub-award period
8. Sub-recipient place of performance
9. Sub-recipient area of benefit
10. Sub-recipient officer names and compensation (Top 5)

Sub-Recipient Vendor
1. D-U-N-S or Name and zip code of HQ

c. Jobs Creation Estimates. The Contractor shall report to GEFA jobs estimates for each project or activity, as required by Section 1512(c)(3)(D) of the Recovery Act. The final detailed reporting requirements for recipients of grants, cooperative agreements, loans and contracts along with data entry instructions will be posted on www.FederalReporting.gov as explained in federal agency award terms/clauses.

The points below provide an overview of the key requirements and supplemental guidance on reporting the employment impact of the Recovery Act funded work.

- Prime recipients are required to report an estimate of jobs directly created or retained by project and activity or contract. Recipients will be required to report an aggregate number for the cumulative jobs created or retained for the quarter in a separate numeric field. Recipients will also be asked to provide a narrative description of the employment impact. While no change is being made to the actual information required to be reported, the clarification that this information will be collected in two separate fields – one numeric and a text field for the narrative – is an update from previous Recovery Act guidance.
- A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained. Also, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.
- The estimate of the number of jobs required by the Recovery Act should be expressed as "full-time equivalents" (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, as defined by the recipient (see Section 5.3 for more information). The FTE estimates must be reported cumulatively each calendar quarter.
- Recipients of grants, cooperative agreements, and loans must include in the aggregate number and their narrative description an estimate of jobs created and retained on projects and activities managed by their funding recipients. This clarification is a change from previous guidance, based on comments received on the Federal Register notice and stakeholder input. For additional guidance on providing these estimates see Section 5.4. Recipients should not attempt to report on the employment impact on materials suppliers and central service providers (so-called "indirect"

jobs) or on the local community ("induced" jobs). Employees who are not directly charged to Recovery Act supported projects/activities, who, nonetheless, provide critical indirect support, e.g., clerical/administrative staff preparing reports, institutional review board staff members, departmental administrators, are NOT counted as jobs created/retained. Recipients report only direct jobs because they may not have sufficient insight or consistent methodologies for reporting indirect or induced jobs. The Council of Economic Advisers is developing a macro-economic methodology to account for the overall employment impact of the Recovery Act.

- The narrative should include a brief description of the types of jobs created or retained. This description may rely on job titles, broader labor categories, or the recipient's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.
- Recipients will report for all projects and activities or federally awarded contracts regardless of whether they are funded in whole or in part by the Recovery Act, but should report only on the jobs and funding attributable to an award under the Recovery Act.

Recipients must include an estimate of jobs created and retained on projects and activities managed by their funding recipients in their aggregate number and their narrative description. This information will be provided for each project and activity funded by the Recovery Act. The clarification that recipients must report jobs estimates for all sub-awarded funds is an update from previous guidance.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

SECTION III. WAGE RATE REQUIREMENTS, BUY AMERICAN PROVISIONS, INSPECTION OF RECORDS

A. Wage Rate Requirements Under Section 1606 Of The Recovery Act

1. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act).

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

3. Contractor shall comply with the wage rate requirements under Section 1606 of the ARRA, and shall require its contractors and subcontractors to pay laborers and mechanics employed on ARRA-assisted construction at least the Davis-Bacon prevailing wages. Contractor shall cause the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) to be incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

4. Contractor shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document. Contractor shall also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.

B. Buy American

1. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

2. Subsection 1 shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

a. applying subsection 1 would be inconsistent with the public interest;

b. iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

c. inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection 1 based on a finding under subsection 2, the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

4. This section shall be applied in a manner consistent with United States obligations under international agreements.

5. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

C. Authority of U.S. Comptroller General

1. Pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the authority to:

(a) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(b) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection C.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

D. Authority Of Federal Inspector General

1. Pursuant to Section 1515(b) of the ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), shall have the authority to:

(a) examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(b) interview any officer or employee of the contactor, subcontractors, grantee, subgrantee, or any state or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection D.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

IV. ADDITIONAL PROVISIONS

A. Administrative Requirements

For all Contractors, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

B. Central Contractor Registration (CCR)

1. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)

2. Contractor must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

C. Preservation Of Open Competition And Government Neutrality Towards Contractors' Labor Relations On Federally Funded Construction Projects

1. Unless in conflict with the State of Georgia or local laws, Contractor must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

   a. Require or prohibit bidders, offerors, Contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

   b. Otherwise discriminate against bidders, offerors, Contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

2. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

3. Nothing in this provision prohibits bidders, offerors, Contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

D. Procurement

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification a

subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to Subsection C.

E. Whistleblowers Protection

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of ARRA as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform GEFA in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds Weatherization Program Notice 09-1B 15
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceablity of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See www.Recovery.gov.

F. Prohibited Use Of Funds

Pursuant to the Recovery Act, Section 1604, Restrictions, Contractor shall not use Recovery Act funds to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

G. Information In Support Of Recovery Act Reporting

Contractor is responsible for maintaining and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

H. False Claims Act

Contractor shall promptly refer to GEFA for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Life, AD&D and Disability Insurance Renewal with UNUM

<table>
<tr><td>SubCategory:</td><td>Contracts/Agreements</td></tr>
<tr><td>Department Name:</td><td>Adminstration</td></tr>
<tr><td>Department Summary Recomendation:</td><td>The city currently provides our employees with life insurance at one and one-half times their annual salary up to a maximum of $150,000, and accidental death and dismemberment (AD&D) is also included with life insurance coverage. In addition we provide long-term disability coverage for employees who are not vested in the city’s retirement plan. Our current provider of this insurance is Fort Dearborn, and they have proposed a rate increase for our life insurance coverage (see chart below).
Our insurance agent, Pam DeBoy from Corporate Insurance Advisors has shopped the insurance market and brought us a very competitive quote from UNUM Insurance (see chart below). The coverage’s with UNUM are the same as those with Fort Dearborn and UNUM has provided a two-year rate guarantee.

<table>
<tr><td>Insurance Type</td><td>Fort Dearborn Expiring Premium</td><td>Fort Dearborn Renewal Premium</td><td>UNUM Proposal</td></tr>
<tr><td>Life Insurance</td><td>$0.25 per $1,000</td><td>$0.26 per $1,000</td><td>$0.25 per $1,000</td></tr>
<tr><td>AD&D</td><td>$0.04 per $1,000</td><td>$0.04 per $1,000</td><td>$0.03 per $1,000</td></tr>
<tr><td>Long Term Disability</td><td>$0.37 per $100 of covered payroll</td><td>$0.37 per $100 of covered payroll</td><td>$0.28 per $100 of covered payroll</td></tr>
</table>

I recommend changing to UNUM Insurance for life insurance, AD&D and LTD coverages.</td></tr>
<tr><td>City Manager's Remarks:</td><td>Your approval of the life insurance, AD&D and long term disability insurance as outlined above is recommended.</td></tr>
<tr><td>Financial/Budget Certification:</td><td>This is a budgeted item.</td></tr>
<tr><td>Legal:</td><td></td></tr>
<tr><td>Associated Information:</td><td>E-verify and SAVE documents are on file.</td></tr>
</table>

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Property and Casualty Insurance Renewal with Travelers Insurance

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	Travelers Insurance provides insurance coverage for the city's buildings, automobiles, equipment, errors and omissions, law enforcement and employment practices, along with a $4.0 million umbrella policy. Due to properly managing the city's insurance coverage and holding employees accountable, we have been able to keep our insurance premium consistently in the $320,000 annual premium range. For fiscal year 2011-12, Travelers has proposed an increase of approximately $7,400 due to general insurance trends. After reviewing the original insurance proposal, I asked for several variables to try and reduce the insurance premium. The only change that I would suggest would be to increase the automobile physical damage deductible from $1,000 per occurrence to $2,000. This one change will reduce the renewal premium to $324,719 or $5,681 above the expiring insurance premium. I recommend approval of the insurance renewal with Travelers Insurance.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	E-verify and SAVE documents have been received.

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY	**$64,547**	**$64,876**	Travelers	$1,000,000/$2,000,000	$1,000,000/$2,000,000	*Each Occurrence/General Aggregate*	$25,000	$25,000
Products & Completed Operations	Included	Included	Travelers	$2,000,000	$2,000,000	*Aggregate Limit*	$25,000	$25,000
Personal & Advertising Injury Liability	Included	Included	Travelers	$1,000,000	$1,000,000	*Any One Person or Organization Limit*	$25,000	$25,000
Damage to Premises Rented to You Limit	Included	Included	Travelers	$1,000,000	$1,000,000	*Any One Premises*	$25,000	$25,000
Medical Expense Limit	*Not Requested*	*Not Requested*	Travelers	*Not Requested*	*Not Requested*	*Any One Premises*	*Not Requested*	*Not Requested*
Sewer Back Up	Included	Included	Travelers	$500,000	$500,000	*Resulting From Negligence*	$25,000	$25,000
Failure To Supply Sublimit	Included	Included	Travelers	$500,000	$500,000	*Each Occurrence*	$25,000	$25,000
Abuse or Molestation	Included	Included	Travelers	$1,000,000/$2,000,000	$1,000,000/$2,000,000	*Each Offense Limit/Aggregate Limit*	$25,000	$25,000
Georgia Bodily Injury	Included	Included	Travelers	$500,000/$700,000	$500,000/$700,000	*Each Person Statutory Cap Limit/Total Limit*	$0	$0
Georgia Property Damage	Included	Included	Travelers	$50,000	$50,000	*Statutory Cap Limit*	$0	$0
EMPLOYEE BENEFITS LIABILITY Retro Date: None - *Claims Made Coverage*	**$381**	**$381**	Travelers	$1,000,000/$3,000,000	$1,000,000/$3,000,000	*Each Employee Limit/Aggregate Limit*	$1,000	$1,000
AUTOMOBILE LIABILITY	**$50,450**	**$51,812**	Travelers	$1,000,000	$1,000,000	*Any Auto*	$25,000	$25,000
Medical Payments	Included	Included	Travelers	$5,000	$5,000	*Owned Autos Only*	$0	$0
Uninsured/ Underinsured Motorist	Included	Included	Travelers	$75,000	$75,000	*Owned Autos Subject to Compulsory U/M Law*	$0	$0
Total Number of Units with Liability	Included	Included	Travelers	**322**	**321**	*Includes 23 Trailers*	-	-
Georgia Bodily Injury	Included	Included	Travelers	$500,000/$700,000	$500,000/$700,000	*Each Person Statutory Cap Limit/Total Limit*	$0	$0
Georgia Property Damage/Pollution	Included	Included	Travelers	$50,000	$50,000	*Statutory Cap Limit*	$0	$0
AUTOMOBILE PHYSICAL DAMAGE	**$16,014**	**$15,008**	Travelers	-	-		-	-
Comprehensive/Collision	Included	Included	Travelers	$10,990,016	$10,976,026	*Actual Cash Value*	$1,000/$1,000	$2,000/$2,000
Hired Car Physical Damage	Included	Included	Travelers	$50,000	$50,000		$250/$250	$250/$250
Total Number of Units with APD	Included	Included	Travelers	**322**	**321**		-	-
PROPERTY	**$46,280**	**$47,750**	Travelers	-	-		-	-
Blanket Building & Personal Property	Included	Included	Travelers	$29,119,843	$28,669,843	*90% Coinsurance/ Replacement Cost*	$10,000	$10,000
Specified Locations	Included	Included	Travelers	$5,840,000	$5,970,000	*90% Coinsurance/ Functional Replacement Cost*	$10,000	$10,000
Business Income with Extra Expense	Included	Included	Travelers	$100,000	$100,000	*50% Coinsurance*	72 Hours	72 Hours
Electronic Data Processing - Equipment	Included	Included	Travelers	$375,000	$375,000		$10,000	$10,000
Electronic Data Processing - Data & Media	Included	Included	Travelers	$50,000	$50,000		$10,000	$10,000
Law Enforcement Animals	Included	Included	Travelers	$10,000/$15,000	$10,000/$15,000	*Any One Law Enforcement Animal/All Law Enforcement Animals*	$10,000	$10,000
FLOOD	Included	Included	Travelers	$5,000,000/$5,000,000	$5,000,000/$5,000,000	*Each Occurrence Limit/Aggregate Limit*	$100,000	$100,000
EARTHQUAKE	Included	Included	Travelers	$5,000,000/$5,000,000	$5,000,000/$5,000,000	*Each Occurrence Limit/Aggregate Limit*	$100,000	$100,000
EQUIPMENT BREAKDOWN	Included	Included	Travelers	$34,959,843	$34,639,843	*Subject to Policy Limits*	$10,000	$10,000
Spoilage	Included	Included	Travelers	$250,000	$250,000	*Each Occurrence Limit*	$10,000	$10,000
Ammonia Contamination	Included	Included	Travelers	$250,000	$250,000	*Each Occurrence Limit*	$10,000	$10,000
Hazardous Substance	Included	Included	Travelers	$250,000	$250,000	*Each Occurrence Limit*	$10,000	$10,000
CRIME	Included	Included	Travelers	-	-		-	-
Employee Theft	Included	Included	Travelers	$10,000	$10,000	*Each Occurrence Limit*	$10,000	$10,000
Forgery or Alteration	Included	Included	Travelers	$25,000	$25,000	*Each Occurrence Limit*	$10,000	$10,000
On Premises (Money & Securities)	Included	Included	Travelers	$20,000	$20,000	*Each Occurrence Limit*	$10,000	$10,000
Messenger (Money & Securities)	Included	Included	Travelers	$10,000	$10,000	*Each Occurrence Limit*	$10,000	$10,000
Computer Fraud	Included	Included	Travelers	$25,000	$25,000	*Each Occurrence Limit*	$10,000	$10,000
INLAND MARINE	**$9,782**	**$9,781**	Travelers	-	-		-	-
Scheduled Contractors Equipment	Included	Included	Travelers	$2,604,521	$2,648,747	*Includes Flood & Earthquake Up to Policy Limits ($25k Deductible Applies)*	$10,000	$10,000
Unscheduled Property/Equipment	Included	Included	Travelers	$189,866	$145,640	*Includes Flood & Earthquake Up to Policy Limits ($25k Deductible Applies)*	$10,000	$10,000
LAW ENFORCEMENT LIABILITY	**$35,179**	**$35,843**	Travelers	$1,000,000/$2,000,000	$1,000,000/$2,000,000	*Each Wrongful Act Limit/Aggregate Limit*	$25,000	$25,000
Georgia Bodily Injury	Included	Included	Travelers	-	$500,000/$700,000	*Each Person Statutory Cap Limit/Total Limit*	-	$0
Georgia Property Damage	Included	Included	Travelers	-	$50,000	*Statutory Cap Limit*	-	$0
PUBLIC ENTITY MANAGEMENT LIABILITY Retro Date: 06/30/1998 - *Claims Made*	**$12,137**	**$12,804**	Travelers	$1,000,000/$1,000,000	$1,000,000/$1,000,000	*Each Wrongful Act Limit/Aggregate Limit*	$25,000	$25,000
EMPLOYMENT PRACTICES LIABILITY Retro Date: 06/30/1998 - *Claims Made*	**$20,612**	**$22,371**	Travelers	$1,000,000/$1,000,000	$1,000,000/$1,000,000	*Each Wrongful Offense Limit/Aggregate Limit*	$25,000	$25,000
UMBRELLA	**$63,656**	**$64,093**	Travelers	$4,000,000/$4,000,000	$4,000,000/$4,000,000	*Each Occurrence Limit/General Aggregate*	$10,000	$10,000
Products & Completed Operations	Included	Included	Travelers	$4,000,000	$4,000,000	*Aggregate Limit*	$10,000	$10,000
Personal & Advertising Injury	Included	Included	Travelers	$4,000,000	$4,000,000	*Any One Person or Organization Limit*	$10,000	$10,000
TERRORISM	Included	Included	Difference					
TOTAL PREMIUM	**$319,038**	**$324,719**	**$5,681**					

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Georgia Department of Corrections

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recomendation:	I recommend these contract(s) with the Georgia Department of Corrections for furnishing five (5) work crews to the City of Cartersville; three (3) at Public Works and two (2) at Parks and Recreation. This is the twelfth year that the City of Cartersville has contracted with the State of Georgia for work crews. The contracted price of $39,500.00 per crew is the same as last year. This is budgeted item for Parks & Recreation and Public Works. All five contracts are identical; one is attached for your review.
City Manager's Remarks:	This item involves the contract renewal with the state for five prison work details that are used by Parks and Public Works. For less than the cost of one employee we get the five crews. Many times these crews focus on items that we can't get to i.e. right of way maintenance and litter removal. Your approval of these agreements is recommended.
Financial/Budget Certification:	Budgeted
Legal:	Submitted for review.
Associated Information:	The subcontractor E-verify affidavit is attached

W-7

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2011, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the "Department"), and CITY OF CARTERSVILLE III, a department, agency or subdivision of the State of Georgia (the "Agency"),

WITNESSETH:

WHEREAS, the Department desires to obtain appropriate work for inmates/detainees incarcerated at its HAYS STATE PRISON facility (the "Facility"); and

WHEREAS, the Agency desires to obtain the services of inmate/detainee work crews on public works projects in accordance with O.C.G.A., §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The Department agrees to provide the Agency with one inmate/detainee work detail. Each work detail provided will have a maximum of 10 inmates/detainees as well as one full-time correctional officer. The work detail provided by the Department will perform labor on public works projects described in an attachment hereto or as communicated to the Department from time to time in the manner provided herein (the "Work"). The Agency shall have the exclusive right and responsibility to control the time and manner of executing the Work to be performed by the work detail through the correctional officer that is assigned to supervise each inmate/detainee work detail on behalf of the Agency. For purposes of this paragraph, the correctional officer assigned to supervise the inmate/detainee work detail shall be acting as an agent of the Agency. The Agency shall also have the right and responsibility to direct the correctional officer concerning the Work to be performed by inmate/detainees. The Agency acknowledges and agrees that the Work shall not include inmate/detainee labor that benefits private persons or corporations.

2. Prohibited Contact And Dealings With Inmate/detainees.

A. The Agency will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the inmates/detainees working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an inmate/detainee.

B. The Agency will take all reasonable steps to ensure that the inmates/detainees working under this agreement will have no contact with any unauthorized civilians.

C. In the event that the Agency is a school or school system, the Agency will take all reasonable steps to ensure that the inmates/detainees working under this Agreement will have no contact with any student of the Agency's school system.

D. The Agency will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband of any type is made available by its officials, employees, students, and agents to any inmate/detainee working under this Agreement on any property under the Agency's control.

3. Workplace Safety. The Agency agrees to provide a safe workplace for inmate/detainee work details in accordance with State law. The Agency shall be responsible for the coordination between inmate/detainee work details and other workers in the workplace. The Department shall be responsible for the custody of inmates/detainees at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

4. Vehicles, Equipment and Supplies. The Agency agrees to supply vehicles suitable for transporting inmate/detainee work details to and from the location or locations of the Work. The correctional officer assigned to supervise the work detail shall be responsible for transporting the work detail to and from the location or locations of the Work in the vehicles provided by the Agency. In performing such transportation services, the correctional officer shall be acting as an agent for the Agency. The Agency shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Each vehicle shall be equipped with a mobile radio for the exclusive use of correctional officers. The mobile radios shall be capable of communicating with law enforcement agencies and emergency medical personnel. Mobile radio equipment will be high power, VHF (100 watts), with appropriate antennas for maximum output and range of coverage. It shall be the responsibility of the Agency to procure and maintain a policy or policies of insurance protecting its interests in its vehicles and equipment provided for use by inmate/detainee work details. The Agency further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

5. Compensation. The Agency agrees to pay the Department the sum of Thirty Nine Thousand Five Hundred Dollars ($39,500) per year for the duration of this Agreement. The Agency acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for correctional officer assigned to the inmate/detainee work detail. The foregoing sum is not inclusive of overtime provided by the correctional officer assigned to the inmate/detainee work detail. The Agency expressly agrees to pay for any overtime provided by the correctional officer assigned to the inmate/detainee work detail

provided under this Agreement. The Agency will pay an overtime rate of 1½ times the correctional officer's hourly rate for all overtime hours provided. The inmate/detainee work detail will be provided four (4) days a week, ten (10) hours each day, during the term of this Agreement with the exception of all state and federal holidays. The Agency agrees to permit up to fifteen (15) additional days, exclusive of state and federal holidays, on which the inmate/detainee work detail will not be provided as scheduled due to annual leave, sick leave and mandatory training days for the correctional officer, periods of inclement weather or facility emergencies, such as inmate/detainee disturbances and medical quarantine without reduction in the compensation agreed to herein. If the inmate/detainee work detail is not provided in excess of fifteen (15) scheduled days, exclusive of all state and federal holidays, during the term of this Agreement, the Agency shall not be required to pay for those days and the Department shall credit the Agency with a pro rata share of the compensation agreed upon herein. The Department will provide the Agency with an explanation of any days in which inmate/detainee work details are not available on the Department's monthly invoice, which invoice is due and payable 30 days from receipt by the Agency. Any credits due the Agency based on the aforementioned pro rata formula shall be credited to the Agency by the Department at the end of the fiscal year.

6. Term of Agreement. This Agreement shall become effective July 1, 2011 and shall continue in force and effect until 11:59 p.m. on June 30, 2012. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods.

7. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

8. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Agency: City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

If to the Department: Commissioner
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to: Warden
Hays State Prison
P.O. Box 668
Trion, GA 30753

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

10. The Agreement is for the sole benefit of the Department and the Agency. The Department and the Agency enter into this Agreement for their sole benefit. The Department and the Agency do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any inmate/detainee(s) who participate in the work detail(s) outlined in this Agreement. The Department and Agency do not intend for such inmate/detainee(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

11. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

12. Drug-Free Workplace Act. The Agency hereby certifies that:

A. A drug-free workplace will be provided for the Agency's employees during the performance of this Agreement as required by "Drug-Free Workplace Act," O.C.G.A. 50-24-1, et seq.; and,

B. The Agency will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Agency's Name), (Subcontractor's Name) certifies to the Agency that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

C. The Agency may be suspended, terminated, or debarred if it is determined that:

(1) The Agency has made false certification hereinabove; or

(2) The Agency has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act."

13. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____

Print Name: _____

Title: _____

THE AGENCY:

By: _____

Print Name: _____

Title: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: Clay Tatum

SUBCONTRACTOR AFFIDAVIT

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

46199
EEV / Basic Pilot Program* User Identification Number

R. Bradford Patterson
BY: Authorized Officer or Agent
(Subcontractor Name)

6-8-11
Date

Deputy Director, HR
Title of Authorized Officer or Agent of Subcontractor

R. Bradford Patterson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF June, 2011.

JAMES L. ALLEN NOTARY PUBLIC EXPIRES 2/25/14 HENRY COUNTY, GEORGIA

Notary Public
My Commission Expires:

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

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Pettit Creek Trail Phase II - Bridge Purchase

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	Pettit Creek Trail Phase II project – The engineering/construction documents stipulate the City furnish the needed bridge that will expand over a small tributary of Pettit Creek. Our engineering firm, Southland Engineering, has investigated and found the most economical method for a pre-engineered bridge and that is the use of a "reconditioned railcar frame". Paragon Bridge Works of Colorado reconditions and certifies the railcar frame for uses as bridges. I recommend the quote from Paragon Bridge Works in the amount of $23,801.57 for our bridge. E-verity affidavits have been received and this is a budget project.
City Manager's Remarks:	This items is recommended for your approval.
Financial/Budget Certification:	Budgeted project
Legal:	
Associated Information:	E-verity affidavits have been received.

PARAGON BRIDGE WORKS
SALES AND SERVICE
WWW PRSX .COM

Actual Physical Address:
19240 US Highway 85, Gilcrest, CO 80623
US Mailing Address:
PO Box 200753 Evans, CO 80620

Phone: 970-737-1174

California General Engineering Contractor Lic# 957465

ESTIMATE

Date	Estimate #
05/24/11	AAAQ1892-01

Sold To: City of Cartersville
Greg Anderson
Cartersville, GA

Phone:
Fax:

Ship To: City of Cartersville
Greg Anderson
Cartersville, GA

Phone:
Fax:

Terms	Rep	P.O. Number	Ship Via
	Noah		Truck

Ln #	Qty	Description	Unit Price	Ext. Price
1		**The following is for a 40' X 8' X 2' bridge package capable of supporting pedestrian traffic as well as 40,000 lb vehicular traffic.**		
2	1	Bridge structure, 40' X 8' X 2' unit (measurements are not exact), second hand/reconditioned. Wood sub-decking. Estimated weight without any options: 15,000 lbs.	$9,000.00	$9,000.00
3	1	Truck freight charges.	$2,500.00	$2,500.00
4	160	Labor & material to paint sides of bridge structure (or any other flat surface) with industrial grade paint. Default paint color is PPG's "box car brown" (PC728). Other paint colors may be used for a 15% price increase.	$14.56	$2,329.60
5	10	Walden package consisting of 4" X 4" steel posts with premium brown pressure treated rails. Priced per 8 linear feet of handrail. Includes labor & materials.	$431.46	$4,314.60
6	10	8" X 8" X 1/4" steel curb. Welded directly to decking. Steel handrails can be added on top of curb, if desired. Priced per 8' linear feet of curb.	$198.00	$1,980.00
7	4	Premium brown pressure treated boards (2' X 6" X 8' nominal). Priced per 10 linear feet per bridge unit. Includes labor and materials.	$657.52	$2,630.08
8	4	Bearing assembly, single slot, simple design.	$200.00	$800.00
9	1	Abutments to be supplied by "others".	$0.00	$0.00
10	1	One year warranty purchased per Schedule F, Type C for bridges up to 40' long. Includes "standard" construction blue prints for bridge and abutments. Assumed minimum soil bearing pressure is 1,500 psf. Paragon is not responsible for verifying soil conditions. Custom abutment designs may be required and will be billed at an additional hourly rate of $125 per hour.	$1,500.00	$1,500.00
11	1	NRPA member discount 5%: $25,054.28 X 5% = $1,252.71	-$1,252.71	-$1,252.71

Ln #	Qty	Description	Unit Price	Ext. Price

I have read, understood, and agree to the items listed on this estimate and Paragon's Sales & Installation Contract. Fax to 970-737-1175

Signature: Date

Printed Name:

SubTotal	$23,801.57
Sales Tax	$0.00
Deposit	$0.00
Balance Due	**$23,801.57**

DR 0140 [01/31/07]
DEPARTMENT
OF REVENUE
DENVER CO 80261-0013

Must collect taxes for: STATE COLORADO CITY GILCREST

SALES TAX LICENSE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	indust.	type	liability date	month	day	year	
26-63242-0000	03052			C	110105	DEC	23	09	2011

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION IN A CONSPICUOUS PLACE:

19240 HWY 85
GILCREST CO

THIS LICENSE IS NOT TRANSFERABLE

6

PARAGON BRIDGE WORKS INC
PO BOX 753
EVANS CO 80620

Executive Director
Department of Revenue

▲ **DETACH HERE** ▲

SUBCONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. §13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Sub-contractors may participate in 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").

The date by which your company must register and participate in a federal work authorization program depends on the number of employees in your company. If your company has 500 or more employees, you are required to register and participate in a federal work authorization program by July 1, 2007. If your company has 100 or more employees, you are required to register and participate in a federal work authorization program by July 1, 2008. If your company has 99 employees or fewer, you are required to register and participate in a federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. §13-10-91 by checking the appropriate line below:

✓ The undersigned has registered for and is participating in a qualifying federal work authorization program; *or,*

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying sub-contractor in the future, the undersigned agrees to immediately:

(1) Notify the covered prime contractor; *and,*

(2) Register for and participate in a qualifying federal work authorization program.

(SIGNATURE ON NEXT PAGE)

Tami Figueroa
BY: Authorized Officer or Agent

5-27-2011
Date

Office Manager
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
DAY OF May 27, 2011.

Tami Figueroa
Printed Name

TFIG4814
Basic Pilot User Identification Number
(if applicable)

Jesus Leos
Notary Public

My Commission Expires: 8-10-2013

NOTARY PUBLIC
JESUS
LEOS
STATE OF COLORADO
My Comm. Exp. 08-10-2013

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A.§13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in 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").

The date by which a prime contractor must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime contractor's company. If the prime contractor's company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime contractor's company has 100 or more employees, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2008. If the prime contractor's company has 99 employees or fewer, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

✓ The undersigned has registered for and is participating in a qualifying federal work authorization program;

or,

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying prime contractor in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. §13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each sub-contractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

(SIGNATURE ON NEXT PAGE)

Tami Figueroa
BY: Authorized Officer or Agent

5-27-11
Date

Office Manager
Title of Authorized Officer or Agent

TFIG4814
Basic Pilot User Identification Number (if applicable)

Tami Figueroa
Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Paragon Bridge Works
Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF May, 20 11.

Notary Public

My Commission Expires: 8-10-2013

NOTARY PUBLIC
JESUS LEOS
STATE OF COLORADO
My Comm. Exp. 08-10-2013

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Engineering for Emergency Pump Station

SubCategory:	Engineering Services
Department Name:	Water Department
Department Summary Recomendation:	Memo To: Sam Grove From: Jim Stafford Date: 6-7-11 Subject: Engineering for Emergency Pump Station In order to proceed with installation of a pump station in the Etowah River we would like to get started on the design for the pump station. Jacobs Engineering (previously JJG) has provided a scope of services for design, drawings, and EPD approval of plans for this pump station. For a price not to exceed $432,000.00 this work can be completed. This will be financed by a revenue bond which will go toward paying for all aspects of this pump station. I recommend approval of this contract to get this project started. Save and E-verify materials are attached.
City Manager's Remarks:	We have used Jacobs to do the preliminary work on this project. Allowing them to proceed with it makes sense. Your approval of this agreement is recommended.
Financial/Budget Certification:	Paid for by a revenue bond.
Legal:	
Associated Information:	E-verify and SAVE documents are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

212531
EEV/Basic Pilot Program* User Identification Number

B. Wayne Haynie — 6.8.11
BY: Authorized Officer or Agent (Contractor Name) — Date

Vice President
Title of Authorized Officer or Agent of Contractor

B. Wayne Haynie
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
8th DAY OF June, 2011

Debbie Curtis
Notary Public
My Commission Expires:

DEBBIE CURTIS NOTARY PUBLIC DeKALB COUNTY GEORGIA EXPIRES APRIL 5, 2012

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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

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

Jordan, Jones and Goulding, Inc.
[Name of business, corporation, partnership]

1) X 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.

DEBBIE CURTIS NOTARY PUBLIC DeKALB COUNTY GEORGIA EXPIRES APRIL 5, 2012

B. Wayne Haynie 6.8.11
Signature of Applicant: Date

B WAYNE HAYNIE 6.8.11
Printed Name:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 8th DAY OF June, 2011

Debbie Curtis
Notary Public
My Commission Expires:

*_____
Alien Registration number for non-citizens

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

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
Reimbursement to Parker Systems

SubCategory:	Other
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department has provided Parker Systems LLC fiber optic services at few locations within the city. Some of these services were provided directly by the city and some through a third party, Georgia Public Web. Due to some confusion, services continued to be billed at some locations for a number of months before questions were raised. After meeting with David Parker, an agreement was made for the city to reimburse his firm $15,000 for overpayment of fiber services. I recommend approval of this agreement.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Funds were received by Parker Systems and are available for reimbursement.
Legal:	Agreement has been reveiwed by Keith Lovell.
Associated Information:	E-verify and SAVE documents have been received.

AGREEMENT BY AND BETWEEN THE

CITY OF CARTERSVILLE AND PARKER SYSTEMS LLC

THIS AGREEMENT (the "Agreement") is entered into as of **May 25, 2011** (the "Effective Date") by and between the City of Cartersville, whose address is 1 North Erwin Street, Cartersville, GA 30120 and Parker Systems LLC, a Georgia corporation, whose address is P. O. Box 688, Summerville, Georgia 30747 .

Whereas, the City of Cartersville through its Cartersville FiberCom department had provided Parker Systems LLC 10 Meg Vlan circuit from the Cook St. POP to 958A JFH Parkway, 10 Meg Vlan circuit from the Cook St. POP to 970 JFH Parkway, 10 Meg Vlan circuit from the Cook St. POP to 5357 Highway 20 NE for $1,000 per month and provides 30 Mbps Vlan circuit from the Cook St. POP to Harbin Clinic at 52 Gentilly Blvd., Cartersville, GA for $1,000 per month.

Whereas, according to Parker Systems LLC, fiber connectivity services to 958A JFH Parkway, 970 JFH Parkway and 5357 Highway 20 NE were to be discontinued on or around November 2008, but monthly payment for these services continued until April 2011.

Whereas, a question arose between City of Cartersville and Parker Systems LLC regarding the actual date of termination of the services to 958A JFH Parkway, 970 JFH Parkway and 5357 Highway 20 NE.; and

Whereas, a meeting took place on May 25, 2011 and a settlement was reached, which is incorporated herein.

Therefore, the City of Cartersville will pay Parker Systems LLC $15,000 for the 31 months of fiber services that were in question. In exchange, Parker Systems LLC does hereby from now till the end of time release and forever discharge said City of Cartersville, its successors and assigns, and its elected officials, officers, agents and employees, from any and all actions, causes of action, claims and demands for, upon, or by reason of any damage or loss to Parker Systems LLC regarding the above listed fiber services. Also, Parker Systems LLC agrees to indemnify and hold harmless the City of Cartersville for any and all claims resulting from or in anywise pertaining to this agreement or the provision of fiber services. Additionally, Parker Systems LLC is in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

This release contains the **ENTIRE AGREEMENT** between the parties hereto, and the terms of this release are contractual and not mere recitals.

Parkers Systems LLC

BY:_____
David Parker
Title:_____

City of Cartersville

BY:_____
Matthew J. Santini, Mayor

Attest_____
Connie Keeling, City Clerk

City of Cartersville

City Council Meeting
6/16/2011 7:00:00 PM
April 2011

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

Cover Memo

Item # 19

MONTHLY SUMMARY
As of April 30, 2011

	FY 2009 - 10 MONTH OF April-10	FY 2010 - 11 MONTH OF April-11	FY 2009 - 10 Year to Date April-10	FY 2010 - 11 Year to Date April-11	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$1,826,788	$1,761,950	$19,890,947	$19,789,293	87.33%
EXPENDITURE	$1,879,667	$2,585,132	$17,894,934	$19,431,955	85.75%
Gen. Fund Net Profit (Loss)	**($52,879)**	**($823,182)**	**$1,996,013**	**$357,338**	
WATER & SEWER					
REVENUE	$1,006,406	$975,449	$11,155,462	$10,562,495	71.56%
EXPENDITURE	$1,037,465	$948,489	$10,463,364	$10,233,623	69.33%
Wtr. & Swr. Fund Net Profit (Loss)	**($31,059)**	**$26,960**	**$692,098**	**$328,872**	
GAS					
REVENUE	$2,241,666	$1,875,479	$22,592,268	$20,022,533	67.05%
EXPENDITURES	$1,583,827	$1,653,757	$19,233,054	$18,718,151	62.68%
Gas Fund Net Profit (Loss)	**$657,839**	**$221,722**	**$3,359,214**	**$1,304,382**	
ELECTRIC					
REVENUE	$2,995,911	$3,224,838	$34,100,023	$33,944,798	78.66%
EXPENDITURES	$3,239,828	$3,629,220	$32,002,295	$33,424,182	77.46%
Electric Fund Net Profit (Loss)	**($243,917)**	**($404,382)**	**$2,097,728**	**$520,616**	
STORMWATER					
REVENUE	$100,315	$101,102	$1,001,531	$983,135	81.52%
EXPENDITURE	$66,885	$66,980	$676,736	$1,137,318	94.30%
Stormwater Fund Net Profit (Loss)	**$33,430**	**$34,122**	**$324,795**	**($154,183)**	
SOLID WASTE					
REVENUE	$312,470	$160,825	$1,817,440	$1,650,139	76.37%
EXPENDITURE	$145,640	$142,695	$1,684,539	$1,658,104	76.73%
Solid Waste Fund Net Profit (Loss)	**$166,830**	**$18,130**	**$132,901**	**($7,965)**	
FIBER OPTICS					
REVENUE	$135,645	$133,894	$1,248,395	$1,510,112	97.47%
EXPENDITURE	$100,190	$109,243	$1,106,315	$1,121,157	72.36%
Fiber Fund Net Profit (Loss)	**$35,455**	**$24,651**	**$142,080**	**$388,955**	

	Description	Through 4-30-11	FY 2011 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$19,789,296**	**$22,660,440**	**87.33%**
	GO Bond Proceeds from School	$2,484,263	$2,561,400	96.99%
	Property Taxes-City Portion Only	$1,340,155	$1,213,065	110.48%
	Local Option Sales Tax (LOST)	$4,054,703	$4,195,135	96.65%
	Other Taxes	$5,739,975	$6,776,105	84.71%
	Building Permit & Inspection Fees	$36,266	$60,000	60.44%
	Fines and Forfeitures	$504,070	$530,000	95.11%
	Operating Transfers In-City Utilities	$3,124,392	$3,749,270	83.33%
	Other Revenues	$2,505,472	$3,575,465	70.07%
	Total Expenditures	**$19,431,955**	**$22,660,440**	**85.75%**
	Personnel Expenses	$11,019,536	$13,307,635	82.81%
	Operating Expenses	$4,364,597	$5,551,815	78.62%
	Capital Expenses	$1,042,394	$783,890	132.98%
	GO Bond Proceeds from School	$2,550,928	$2,561,400	99.59%
	Debt Pymt - JDA/CBA	$0	$0	#DIV/0!
	Library Appropriations	$454,500	$455,700	99.74%
Water & Sewer Fund	**Total Revenues**	**$10,562,495**	**$14,760,380**	**71.56%**
	Water Sales	$6,386,153	$7,834,930	81.51%
	Sewer Sales	$3,444,001	$4,176,700	82.46%
	Bond Proceeds	$0	$1,500,000	0.00%
	Other Revenues	$732,341	$1,248,750	58.65%
	Total Expenditures	**$10,233,623**	**$14,760,380**	**69.33%**
	Personnel Expenses	$2,306,690	$2,825,445	81.64%
	Operating Expenses	$2,098,636	$3,115,275	67.37%
	Capital Expenses	$338,858	$2,194,000	15.44%
	Transfer To General Fund	$2,167,599	$2,632,390	82.34%
	Debt Payments	$3,321,840	$3,993,270	83.19%
Gas Fund	**Total Revenues**	**$20,022,533**	**$29,862,510**	**67.05%**
	Gas Sales	$18,634,459	$25,803,605	72.22%
	Gas Commodity Charge	$982,358	$1,245,000	78.90%
	Bond Proceeds	$0	$2,070,205	0.00%
	Proceeds from Capital Leases	$0	$16,000	0.00%
	Other Revenues	$405,716	$727,700	55.75%
	Total Expenses	**$18,718,151**	**$29,862,510**	**62.68%**
	Personnel Expenses	$1,301,133	$1,651,430	78.79%
	Operating Expenses	$318,703	$804,405	39.62%
	Purchase of Natural Gas	$14,342,301	$21,377,080	67.09%
	Transfer to General Fund	$2,605,847	$3,294,345	79.10%
	Capital Expenses	$150,167	$2,735,250	5.49%

	Description	Through 4-30-11	FY 2011 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$33,944,798**	**$43,152,600**	**78.66%**
	Electric Sales	$32,829,087	$41,886,000	78.38%
	Other Revenues	$1,115,711	$1,266,600	88.09%
	Total Expenses	**$33,424,182**	**$43,152,600**	**77.46%**
	Personnel Expenses	$1,618,216	$1,959,450	82.59%
	Operating Expenses	$1,004,439	$1,294,780	77.58%
	Purchase of Electrcity	$28,692,551	$37,333,800	76.85%
	Capital Expenses	$354,122	$364,600	97.13%
	Transfer to General Fund	$1,754,854	$2,199,970	79.77%
Stormwater Fund	**Total Revenues**	**$983,135**	**$1,206,005**	**81.52%**
	Stormwater Revenues	$974,086	$1,152,005	84.56%
	Other Revenues	$9,049	$14,000	64.64%
	Prior Year Carryover	$0	$0	#DIV/0!
	Stormwater Improvement Funds	$0	$40,000	0.00%
	Total Expenses	**$1,137,318**	**$1,206,005**	**94.30%**
	Personnel Expenses	$306,342	$375,040	81.68%
	Operating Expenses	$349,703	$490,965	71.23%
	Capital Expenses	$481,273	$340,000	141.55%
Solid Waste Fund	**Total Revenues**	**$1,650,139**	**$2,160,845**	**76.37%**
	Refuse Collections Revenues	$1,610,659	$1,933,645	83.30%
	Other Revenues	$39,480	$47,200	83.64%
	Proceeds From Capital Leases	$0	$180,000	0.00%
	Total Expenses	**$1,658,105**	**$2,160,845**	**76.73%**
	Personnel Expenses	$764,723	$989,815	77.26%
	Operating Expenses	$769,116	$991,030	77.61%
	Capital Expenses	$124,266	$180,000	69.04%
Fiber Optics Fund	**Total Revenues**	**$1,510,112**	**$1,549,325**	**97.47%**
	Fiber Optics Revenues	$1,242,289	$1,447,355	85.83%
	GIS Revenues	$92,850	$101,970	91.06%
	Other Revenues	$174,973	$0	
	Total Expenses	**$1,121,157**	**$1,549,325**	**72.36%**
	Personnel Expenses	$419,300	$496,485	84.45%
	Operating Expenses	$479,611	$604,740	79.31%
	MEAG Telecom Statewide Pymt	$198,342	$239,100	82.95%
	Capital Expenses	$23,904	$209,000	11.44%

Cash Position							
	6/30/10	7/31/10	8/31/10	9/30/10	10/31/10	11/30/10	12/31/10
Total Unrestricted Cash Balance	$8,890,105.29	$7,845,404.59	$7,638,085.25	$7,952,368.34	$10,009,196.68	$9,424,338.85	$7,115,097.67
Total Restricted Cash Balance	$47,418,581.56	$47,894,357.14	$47,572,697.02	$48,848,229.34	$49,903,957.61	$50,366,278.51	$51,479,175.64

Cash Position	1/31/11	2/28/11	3/31/11	4/30/11	5/31/11	6/30/11
Total Unrestricted Cash Balance	$7,628,740.53	$9,625,803.89	$10,428,970.33	$10,298,707.05		
Total Restricted Cash Balance	$51,109,257.91	$52,260,470.26	$52,897,171.73	$53,985,095.32		