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 – 12/18/2014
Work Session – 6:00 P.M.

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. December 4, 2014 (Pages 1-17)

Attachments

B. Appointments

1. Appointment and Swearing in of Municipal Court Judge (Page 18)

Attachments

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2. Appointment and Swearing in of Assistant Municipal Court Judge (Page 19)

Attachments

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3. Convention and Visitors Bureau (Page 20)

Attachments

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4. Bartow-Cartersville Joint Development Authority (Page 21)

Attachments

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5. Joint Cartersville-Bartow County Regional Industrial Development Authority (Page 22)

Attachments

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6. Cartersville Development Authority (Page 23)

Attachments

C. Second Reading of Ordinances

1. Park and Recreational Facilities Bond, Series 2014 (Pages 24-40)

Attachments

D. Contracts/Agreements

1. GADOT TE Agreement - Etowah RiverWalk-Leake Mounds Link (Page 41)

Attachments

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2. Meritage Homes Agreement (Pages 42-44)

Attachments

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3. Water Testing with EPD (Pages 45-48)

Attachments

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4. Carter Street Crossing - Memorandum of Understanding with GDOT (Pages 49-52)

Attachments

E. Bid Award/Purchases

1. GMA Telecommunications Management Services (Pages 53-54)

Attachments

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2. Pension Plan IRS Determination Letter (Pages 55-59)

Attachments

F. Discussion

1. Downtown Design Plan (Pages 60-64)

Attachments

G. Monthly Financial Statement

1. October 2014 (Pages 65-69)

Attachments

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN

ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
December 4, 2014

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes for the December 4th City Council meeting are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
December 4, 2014
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: 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. Kari Hodge, Council Member Ward One was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. November 20, 2014

A motion to approve the November 20, 2014 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

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

1. File SU14-03: Special Use application by Mark Harris to allow a title pawn business at 422 North Tennessee Street in the M-U (Multiple Use) Zoning District

Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this application is for 422 North Tennessee Street and the applicant proposes to operate a title pawn shop in this building. The applicant has stated in writing that there would be no outdoor storage on the property. The Planning Commission has recommended approval with the condition that there be no outdoor storage. Mr. Mannino stated that one other condition of no outside display of merchandise be allowed be added to this permit.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve the special use application with the following conditions: "there be no outside storage and there will be no outside display of merchandise allowed" was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

C. First Reading of Ordinances

1. Park and Recreational Facilities Bond, Series 2014

Sam Grove, City Manager stated that this is the initial draft of the Park and Recreational Facilities Bond Series 2014 Ordinance proposed for adoption by City Council. Mr. Grove stated that this ordinance is in draft format and the official numbers will be added before the second reading. Mr. Grove stated that this bond issue annual payments will be paid for with an increase in the yearly millage rate voted in by the citizens in November and recommended approval.

NO ACTION REQUIRED

ORDINANCE NO. 2014 - ____

A BOND ORDINANCE AUTHORIZING THE ISSUANCE OF $8,200,000 IN PRINCIPAL AMOUNT OF CITY OF CARTERSVILLE, GEORGIA GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BOND, SERIES 2014, ADOPTING A FORM FOR THE BOND, AUTHORIZING THE EXECUTION OF THE BOND, ESTABLISHING THE DATE, DENOMINATIONS, RATE OR RATES OF INTEREST, AND REDEMPTION PROVISIONS FOR THE BOND, LEVYING AN ANNUAL AD VALOREM TAX ON THE TAXABLE PROPERTY WITHIN CITY OF CARTERSVILLE, GEORGIA SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND AS THE SAME BECOME DUE, AUTHORIZING THE SALE OF THE BOND, AND FOR OTHER RELATED PURPOSES.

WHEREAS, on June 17, 2014, the City Council of the City of Cartersville, Georgia (the "Governing Body"), which is the governing authority of the City of Cartersville, Georgia (the "City"), adopted, at a meeting duly called and held, a resolution (the "Referendum Resolution") entitled:

A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE BY THE CITY OF CARTERSVILLE, GEORGIA OF GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $8,200,000; TO PROVIDE FOR THE DATE, RATE OR RATES OF INTEREST, AND SCHEDULE OF MATURITIES THAT SUCH BONDS SHALL BEAR AND THAT THE BONDS MAY BE MADE SUBJECT TO

REDEMPTION PRIOR TO MATURITY TO THE EXTENT PERMITTED BY LAW; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SUCH BONDED INDEBTEDNESS, IF SO AUTHORIZED; TO PROVIDE THAT THE BONDS AUTHORIZED MAY BE ISSUED IN ONE OR MORE SERIES AND ON ONE OR MORE DATES OF ISSUANCE; AND FOR OTHER PURPOSES; and

WHEREAS, the Referendum Resolution called an election to be held in the City for the purpose of submitting to the qualified voters of the City for their determination the question, among others, of whether or not $8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds should be issued for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing; and

WHEREAS, the Referendum Resolution called the election for November 4, 2014 and authorized and directed publication of notice of the election (in the form specified in the Referendum Resolution) in the newspaper in which sheriff's advertisements for Bartow County are published for a period of not less than thirty (30) days preceding the date of the election; and

WHEREAS, notice of the election was duly published in The Daily Tribune News, which is the newspaper in which sheriff's advertisements for Bartow County are published, as required by law; and

WHEREAS, at the election duly called and held on November 4, 2014, a majority of the qualified voters of the City, voting in the election, voted in favor of the issuance of $8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds, such bonds to be dated as of the first day of the month of delivery or such other date(s) as the Governing Body may approve, to be in such denomination or denominations as the Governing Body may approve, and to bear interest from date at such rate or rates as the Governing Body may approve but not exceeding six percent (6.00%) per annum in any year, all interest to be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2015, and the principal to mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2016	$745,000	2021	$820,000
2017	755,000	2022	840,000
2018	770,000	2023	870,000
2019	780,000	2024	895,000
2020	800,000	2025	925,000

and;

WHEREAS, on November 20, 2014, the Governing Body adopted, at a meeting duly called and held, a resolution entitled:

A RESOLUTION DECLARING THE RESULTS OF A BOND ELECTION HELD ON NOVEMBER 4, 2014; PROVIDING FOR NOTIFICATION OF THE DISTRICT ATTORNEY; AND FOR OTHER RELATED PURPOSES

declaring the results of the election to be in favor of the issuance of $8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds, and authorizing the commencement of validation proceedings for such bonds; and

WHEREAS, on December 17, 2014, the Superior Court of Bartow County entered a judgment validating such bonds, in the case of **STATE OF GEORGIA vs. CITY OF CARTERSVILLE, GEORGIA,** Civil Action File No. _____________; and

WHEREAS, the City now wishes to issue all of such bonds so authorized in the form of a single general obligation bond in the principal amount of $8,200,000 and to ratify, confirm, and approve the commencement of validation proceedings for such bond; and

WHEREAS, in order to issue and deliver such bond, it is necessary to adopt a form for such bond, to authorize the execution of such bond, to establish the date, denominations, rate or rates of interest, and redemption provisions for such bond, to levy an annual ad valorem tax on the taxable property within the City sufficient to pay the principal of and interest on such bond as the same become due, to authorize the acceptance of an offer to purchase such bond from, and the sale of such bond to, __________________ (the "Purchaser");

NOW, THEREFORE, BE IT ORDAINED by the City Council of City of Cartersville, Georgia, and it is hereby ordained by authority of the same, as follows:

Section 1. There is hereby authorized to be issued, executed, and delivered $8,200,000 in original principal amount of a bond designated "City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bond, Series 2014" (the "Bond"). The Bond shall be dated the date of issuance and delivery, shall be issued only as a single, fully registered bond without coupons in the principal amount of $8,200,000, shall be numbered R-1, and shall bear interest from date on the outstanding principal amount thereof at the rate per annum equal to ____% (computed on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bond shall be payable semiannually on July 1 and January 1 in each year, beginning July 1, 2015. Principal of the Bond shall be payable on January 1, in the years and in the amounts as follows:

Year	Amount	Year	Amount
2016	$745,000	2021	$820,000
2017	755,000	2022	840,000
2018	770,000	2023	870,000
2019	780,000	2024	895,000
2020	800,000	2025	925,000

Section 2. (a) The City shall keep at its office a register for the registration and registration of transfers of the Bond. The name and address of the registered owner of the Bond (the "Bondholder"), each transfer thereof, and the name and address of each transferee of the Bond shall be registered in such register. Prior to due presentment for registration of transfer, the person in whose name the Bond shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof (including

the receipt of payments of principal of, premium, if any, and interest on the Bond), whether or not the Bond shall be overdue, and the City shall not be affected by any notice or knowledge to the contrary.

(b) Upon surrender of the Bond at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of the Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of the Bond, the City shall execute and deliver, at its expense (except as provided below), a new Bond in exchange therefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former Bondholder may request and shall be issued as a single, fully registered bond substantially in the form provided in Section 6 hereof. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid thereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Bond. The Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond. The City shall not be required to transfer the Bond until the certificate of validation on any new Bond shall have been properly executed by the Clerk of the Superior Court of Bartow County.

(c) Upon receipt by the City of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of the Bond, and

(1) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the Bondholder is, or is a nominee for, the initial Bondholder or is another Bondholder with a minimum net worth of at least $25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(2) in the case of mutilation, upon surrender and cancellation thereof,

the City at its expense shall execute and deliver, in lieu thereof, a new single, fully registered Bond, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Bond or dated the date of such lost, stolen, destroyed, or mutilated Bond if no interest shall have been paid thereon.

Section 3. All sums becoming due on the Bond for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Bondholder in writing to the City, without the presentation or surrender of the Bond or the making of any notation thereon, except that upon written request of the City made concurrently with or reasonably promptly after payment or redemption in full of the Bond, the Bondholder shall surrender the Bond for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of the Bond the Bondholder shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

All payments of principal of the Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by the Bondholder on the Schedule of Payments and Redemptions attached to the Bond; provided, however, that any failure by the Bondholder to endorse such information on such Schedule or any error therein shall not in any manner affect the obligation of the City to make payments of principal and interest in accordance with the terms of the Bond. The City hereby irrevocably authorizes and directs the Bondholder to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of the Bond.

The Bondholder shall permit the City at any time during regular business hours to make at its office an appropriate notation on the Bond of payments of principal thereof, if at least five days prior thereto the

City shall have given written notice of its intention to do so and if it shall not have received from you a written confirmation that the requested notation has been made.

Section 4. The Bond may be redeemed prior to maturity at the option of the City, either in whole or in part on any date, upon payment of a redemption price for the Bond or portion thereof to be redeemed equal to ___% of the principal amount thereof plus accrued interest thereon to the redemption date. As a condition precedent to each optional redemption under this Section 4 (unless waived by the Bondholder), the Bondholder shall receive written notice of such optional redemption not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of the Bond to be redeemed on such date, the accrued interest (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed, and the applicable premium, if any.
Any partial redemptions of the Bond shall be applied to the annual principal payments due on the Bond in the inverse order of their maturities.
In the case of each redemption of the Bond pursuant to this Section 4, the principal amount of the Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount accrued to such date and the applicable premium, if any. From and after such date, unless the City shall fail to pay such principal amount when so due and payable, together with the interest and premium, if any, as aforesaid, interest on such principal amount shall cease to accrue.

Section 5. There shall be and is hereby levied a continuing direct annual ad valorem tax for the years 2014 through 2024, without limitation as to rate or amount, upon all property subject to taxation for general obligation bond purposes within the corporate limits of the City, sufficient to provide moneys required to pay the principal of and interest on the Bond, as more fully set forth in Exhibit A attached hereto and incorporated herein by this reference. The sums hereby levied are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Bond as the same become due and payable. The amount to be levied for each year is the amount specified to pay principal, if any, and interest coming due in the following year. These sums shall be collected by the tax collector of the City, in each of the years levied, and shall be paid into a sinking fund to be maintained for, and shall be applied to, the payment of the principal of and interest on the Bond as the same become due and payable, and provisions to meet the requirements of this Section 5 shall be made annually hereafter.

Section 6. The Bond, the Validation Certificate, the Schedule of Payments and Redemptions, and the Assignment and Transfer shall be substantially in the following forms, with such variations, omissions, substitutions, and insertions as may be required or permitted by this Ordinance:

[FORM OF BOND]

THIS BOND IS SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF CARTERSVILLE, GEORGIA
GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BOND, SERIES 2014

Number R-1 $8,200,000

Maturity Date	Interest Rate	Dated
January 1, 2025	____%	December __, 2014

Registered Owner:

Principal Amount: EIGHT MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF CARTERSVILLE, GEORGIA (the "City"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns, on the principal payment dates specified herein, unless redeemed prior thereto as hereinafter provided, the principal amount identified above and to pay interest from the date of this Bond, or from the most recent interest payment date to which interest has been paid, on the balance of such principal sum from time to time remaining unpaid, as indicated on the Schedule of Payments and Redemptions attached to this Bond, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on July 1 and January 1 of each year, commencing July 1, 2015, until the payment of the principal amount of this Bond in full. Principal of this Bond shall be payable on January 1, in the years and in the amounts as follows:

Year	Amount	Year	Amount
2016	$745,000	2021	$820,000
2017	755,000	2022	840,000
2018	770,000	2023	870,000
2019	780,000	2024	895,000
2020	800,000	2025	925,000

All sums becoming due on this Bond for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the registered owner of this Bond in writing to the City, without the presentation or surrender of this Bond or the making of any notation hereon, except that upon the written request of the City made concurrently with or reasonably promptly after payment or redemption in full of this Bond, the registered owner of this Bond shall surrender this Bond for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of this Bond, the registered owner of this Bond shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.
All payments of principal of this Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by the registered owner of this Bond on the Schedule of Payments and Redemptions attached to this Bond; provided, however, that any failure by the registered owner of this Bond to endorse such information on such Schedule or any error therein shall not in any manner affect the obligation of the City to make payments of principal and interest in accordance with the terms of this Bond. The City hereby irrevocably authorizes and directs the registered owner of this Bond to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of this Bond.

This Bond is the only bond of an authorized issue limited in original principal amount to $8,200,000, issued by the City for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing. The Bond is authorized by the Constitution and laws of the State of Georgia and is being issued pursuant to an ordinance (the "Bond Ordinance") duly adopted by the City Council of City of Cartersville, Georgia on December 18, 2014.

This Bond shall be issued as a single, fully registered bond without coupons in the original principal amount of $8,200,000. Upon surrender of this Bond at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Bond, the City shall execute and deliver, at the City's expense (except as provided below), a new Bond in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former registered owner of this Bond may request and shall be issued as a single, fully registered bond. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid hereon.

The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Bond. This Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond.
Prior to due presentment for registration of transfer, the person in whose name this Bond shall be registered shall be deemed and treated as the owner and holder hereof for all purposes hereof (including the receipt of payments of principal of, premium, if any, and interest on this Bond), whether or not this Bond shall be overdue, and the City shall not be affected by any notice or knowledge to the contrary.
The City has designated this Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required by the Constitution and laws of the State of Georgia to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that provision has been made for the collection of a direct annual ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on this Bond in accordance with its terms, and that the total indebtedness of the City, including the Bond, does not exceed any limitation prescribed by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, City of Cartersville, Georgia has caused this Bond to be executed by its Mayor and has caused the official seal of the City to be impressed hereon and attested by its City Clerk.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By:_______________________________
Mayor

Attest:

____
City Clerk

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF BARTOW

The undersigned Clerk of the Superior Court of Bartow County, Georgia, does hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Bartow County, Georgia, on the 17th day of December 2014, that no intervention or objection was filed opposing the validation of this Bond, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Bartow County, Georgia.

(SEAL)

____
Clerk, Superior Court of
Bartow County, Georgia

SCHEDULE OF PAYMENTS AND REDEMPTIONS

Date of Payment	Amount of Payment	Notation Made By	Date of Payment	Amount of Payment	Notation Made By

ASSIGNMENT AND TRANSFER

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

____

(Tax Identification or Social Security No. _______________)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________________________ ____
Signature

NOTICE: The signature(s) 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 whatsoever.

[END OF FORM OF BOND]

Section 7. The Bond shall be executed for and on behalf of the City by the manual signature of its Mayor, and the City's seal shall be impressed thereon and attested by the manual signature of its City Clerk. In case any officer whose signature shall appear on the Bond shall cease to be such officer before delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer remained in office until such delivery.

Section 8. The City shall sell the Bond to the Purchaser for the price of $8,200,000. The Mayor of the City is hereby authorized to execute and deliver, on behalf of the City, a purchase contract between the City and the Purchaser, providing for the sale of the Bond. The execution and delivery of a purchase contract by the Mayor of the City shall constitute conclusive evidence of the ratification, confirmation, and approval by the City of the terms and conditions of the purchase contract.

Section 9. The Bond shall, in due course, be delivered to the Purchaser against payment for the Bond.

Section 10. All actions taken or to be taken by the Governing Body and by the City Manager relating to the authorization, issuance, and sale of the Bond, shall be, and the same are hereby, ratified, confirmed, and approved.

Section 11. The City recognizes that the purchaser and owner of the Bond will have accepted the Bond on, and paid for the Bond a price that reflects, the understanding that interest on such Bond is not included in the gross income of the owners for federal income tax purposes under laws in force at the time the Bond shall have been delivered.

The City shall take any and all action that may be required from time to time in order to assure that interest on the Bond shall remain excludable from the gross income of the owners of the Bond for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of the Bond, the Mayor and the City Clerk of the City shall execute a Certificate as to Arbitrage Matters on behalf of the City respecting the investment of the proceeds of the Bond. Such certificate shall be a representation and certification of the City, and an executed copy thereof shall be delivered to the Purchaser. The City shall not knowingly invest or participate in the investment of any proceeds of the Bond if such investment would cause interest on the Bond to become included in gross income for federal income tax purposes.

The Mayor or the City Clerk of the City may also execute and deliver, on behalf of the City: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the City to comply with any requirements for rebate under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The City shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall pay or cause to be paid to the United States any and all of such amounts on or before the due date.

The City hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of any Bond, or use or permit the use of any of the facilities being financed thereby, which would cause the Bond or any portion thereof to be "private activity bonds" within the meaning of Section 141 of the Code.

The City hereby designates the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code and covenants that the Bond does not constitute a "private activity bond," as defined in Section 141 of the Code, and that not more than $10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including the Bond, have been or shall be issued by the City, including all subordinate entities of the City and all entities that issue obligations on behalf of the City, during the calendar year 2014.

The covenants, certifications, representations, and warranties contained in this Section 11 shall survive payment in full or provision for payment in full of the Bond.

Section 12. The issuance of the Bond shall not exceed any debt limitation prescribed by the Constitution of the State of Georgia.

Section 13. All ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance, if any, shall be and the same are hereby repealed.

Section 14. The Mayor and the City Clerk of the City are hereby authorized and directed to execute, for and on behalf of the City, such other agreements, certificates, or documents as may be necessary or desirable in connection with the issuance, sale, and delivery of the Bond or the investment of the proceeds of the Bond, including, without limitation, a placement agreement between the City and Raymond James & Associates, Inc.

Section 15. Notwithstanding anything herein to the contrary, any action that the Mayor of the City is required, permitted, or otherwise authorized to take in connection with the Bond may be taken by the Mayor Pro Tempore of the City, in the absence at the time or in the event of the vacancy in the office of the Mayor or the incapacity at the time of the Mayor. These actions shall include execution, delivery, or performance of any certificate, agreement, instrument, document, or other writing relating to the Bond, including the execution of the Bond. To this end, this Ordinance shall be construed so that all references to the Mayor of the City may also be considered to be references to the Mayor Pro Tempore of the City. The City Clerk of the City shall determine whether the Mayor is absent or incapacitated or whether there is a vacancy in the office of Mayor so that the Mayor Pro Tempore may act under this Section 15, and the determination of the City Clerk of the City shall be binding and conclusive upon the City.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 18th day of December 2014.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By:________________________________
Mayor

Attest:

____
City Clerk

EXHIBIT A
DEBT SERVICE SCHEDULE

Payment Date	Principal	Interest	Total Debt Service
7/1/15	$ ---		
1/1/16	745,000		
7/1/16	---		
1/1/17	755,000		
7/1/17	---		
1/1/18	770,000		
7/1/18	---		
1/1/19	780,000		
7/1/19	---		
1/1/20	800,000		
7/1/20	---		
1/1/21	820,000		
7/1/21	---		
1/1/22	840,000		

7/1/22	---
1/1/23	870,000
7/1/23	---
1/1/24	895,000
7/1/24	---
1/1/25	925,000
Total	$8,200,000

STATE OF GEORGIA
BARTOW COUNTY

CITY CLERK'S CERTIFICATE

I, **CONNIE KEELING,** City Clerk of City of Cartersville, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a Bond Ordinance adopted by the City Council of City of Cartersville, Georgia (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 18th day of December 2014, in connection with the issuance and sale of $8,200,000 in original principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bond, Series 2014, the original of such Bond Ordinance being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.
I do hereby further certify that the following members of the Governing Body were present at such meeting:

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

and that the following members were absent:

____

____

and that such Bond Ordinance was duly adopted by a vote of:

Aye _____ Nay _____.

WITNESS my hand and the official seal of City of Cartersville, Georgia, this the 18th day of December 2014.

(SEAL) ___________________________________

D. Other

1. 9 Clover Lane Subordination Agreement

Randy Mannino, Planning and Development Director stated that this subordination agreement is for property located at 9 Clover Lane. The current property owner purchased the property as part of the first time homeowners' $10,000 five-year forgivable loan program through the Community Housing Improvement Program. Mr. Mannino stated that the property owner would like to refinance to obtain a better rate and this document is needed to confirm that the five-year forgivable loan will remain a secondary subordinate to the mortgage and he recommended approval.

A motion to approve Subordination Agreement was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

2. Proposed Workers Compensation Settlement Agreement

Dwight Hale, Human Resources Director stated that this is a proposed workers compensation settlement agreement for a former employee of the Water Department in the amount of $7,000 and recommended approval.

A motion to approve workers compensation settlement agreement was made by Council Member Stepp and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

E. Bid Award/Purchases

1. Citizen Survey 2015

Rebecca Bohlander, Communications/Public Relations stated that this is the first invoice for the 2015 Citizen Survey. This invoice is in the amount of $6,900 and the total survey will cost $10,900. Ms. Bohlander recommended approval.

A motion to approve 2015 Citizens Survey was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0

2. Transformer for Electric Department

Don Hassebrock, Electric Department Director stated that his department needs to replenish stock by purchasing a 1000 kVA transformer to replace the one that was recently installed at a customer site. Mr. Hassebrock stated the four bids were received and recommended the lowest unit price of $12,334.00 from Stuart C. Irby.

A motion to approve the purchase of the 1000kVA transformer from Stuart C. Irby was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

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

F. Added Item

1. Terry Reid GMC Lighting Project

Don Hassebrock, Electric Department Director stated that the Terry Reid Group of North Georgia had requested proposals for their newly acquired dealership at 125 South Dixie Avenue. Terry Reid has accepted the proposal, has already paid the upfront construction cost of $13,900.00 and has agreed to a three year Outdoor Lighting Contract with a monthly charge of $1,950.00. Mr. Hassebrock stated that with the upfront payment and the monthly lighting charges the payback for this project is less than 24 months. The work will be completed by city crews and will have the same materials used for other projects in the area. Mr. Hassebrock recommended approval of this project for a total cost of $44,742.50.

A motion to approve the outdoor lighting project with Terry Reid was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

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

Meeting Adjourned

/s/ ___________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Appointment and Swearing in of Municipal Court Judge

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	This is the annual reappointment of Municipal Court Judge, Harry White, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Appointment and Swearing in of Assistant Municipal Court Judge

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	This is the annual reappointment of Assistant Municipal Court Judge, Jay Choate, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Convention and Visitors Bureau

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	Jennifer Wiggins Matthews and Michael Gordon for re-appointment to the CVB Board, new terms to expire 12.31.18.
City Manager's Remarks:	Reappointment of the individuals listed above to the CVB Board is recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Bartow-Cartersville Joint Development Authority

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	The Bartow-Cartersville Joint Development Authority to reappoint Ralph "Sonny" Miller, Tommy Strickland and James Jarrett to new terms to expire 12.31.18.
City Manager's Remarks:	Reappointment of the individuals listed above to the JDA board is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Joint Cartersville-Bartow County Regional Industrial Development Authority

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	The Joint Cartersville-Bartow County Regional Industrial Development Authority to reappoint Ralph "Sonny" Miller, Tommy Strickland and James Jarrett to new terms to expire 12.31.18.
City Manager's Remarks:	Reappointment of the individuals listed above to the Regional IDA is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Cartersville Development Authority

SubCategory:	Appointments
Department Name:	
Department Summary Recomendation:	To reappoint Mike Fields, Tommy Strickland, Walter Mahone, Robert Dabbs and Ralph " Sonny" Miller to the Cartersville Development Authority, new terms to expire 1/6/2020.
City Manager's Remarks:	Your approval of these reappointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Park and Recreational Facilities Bond, Series 2014

SubCategory:	Second Reading of Ordinances
Department Name:	
Department Summary Recomendation:	Attached is an initial draft of the Bond Ordinance proposed for adoption by the City Council. Based on the current 2014 tax digest, the expected millage rate to cover the bond payments will be over 1 mill for the first couple of years and below 1 mill after that. This is provided the economy doesn't suffer from another recession during the 10 year life of the bonds. If a recession occurs, the millage rate could increase above one mill, depending on what the effects of the possible recession have on the tax digest. On another note, if the tax digest decreases during the 10 year life, it could affect the millage rate for the bond payments by increasing the millage closer to or above 1 mill. Finally, this will be a separate millage rate from the city's current millage rate of 1.38 mills.
City Manager's Remarks:	Your approval of this bond ordinance is recommended.
Financial/Budget Certification:	This bond issue annual payments will be paid for with an increase in the yearly millage rate voted in by the citizens in November 2014.
Legal:	
Associated Information:	

ORDINANCE NO. 2014 - ____

A BOND ORDINANCE AUTHORIZING THE ISSUANCE OF $8,200,000 IN PRINCIPAL AMOUNT OF CITY OF CARTERSVILLE, GEORGIA GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BOND, SERIES 2014, ADOPTING A FORM FOR THE BOND, AUTHORIZING THE EXECUTION OF THE BOND, ESTABLISHING THE DATE, DENOMINATIONS, RATE OR RATES OF INTEREST, AND REDEMPTION PROVISIONS FOR THE BOND, LEVYING AN ANNUAL AD VALOREM TAX ON THE TAXABLE PROPERTY WITHIN CITY OF CARTERSVILLE, GEORGIA SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND AS THE SAME BECOME DUE, AUTHORIZING THE SALE OF THE BOND, AND FOR OTHER RELATED PURPOSES.

WHEREAS, on June 17, 2014, the City Council of the City of Cartersville, Georgia (the "Governing Body"), which is the governing authority of the City of Cartersville, Georgia (the "City"), adopted, at a meeting duly called and held, a resolution (the "Referendum Resolution") entitled:

> **A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE BY THE CITY OF CARTERSVILLE, GEORGIA OF GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $8,200,000; TO PROVIDE FOR THE DATE, RATE OR RATES OF INTEREST, AND SCHEDULE OF MATURITIES THAT SUCH BONDS SHALL BEAR AND THAT THE BONDS MAY BE MADE SUBJECT TO REDEMPTION PRIOR TO MATURITY TO THE EXTENT PERMITTED BY LAW; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SUCH BONDED INDEBTEDNESS, IF SO AUTHORIZED; TO PROVIDE THAT THE BONDS AUTHORIZED MAY BE ISSUED IN ONE OR MORE SERIES AND ON ONE OR MORE DATES OF ISSUANCE; AND FOR OTHER PURPOSES;** and

WHEREAS, the Referendum Resolution called an election to be held in the City for the purpose of submitting to the qualified voters of the City for their determination the question, among others, of whether or not $8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds should be issued for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing; and

WHEREAS, the Referendum Resolution called the election for November 4, 2014 and authorized and directed publication of notice of the election (in the form specified in the Referendum Resolution) in the newspaper in which sheriff's advertisements for Bartow County are published for a period of not less than thirty (30) days preceding the date of the election; and

WHEREAS, notice of the election was duly published in The Daily Tribune News, which is the newspaper in which sheriff's advertisements for Bartow County are published, as required by law; and

WHEREAS, at the election duly called and held on November 4, 2014, a majority of the qualified voters of the City, voting in the election, voted in favor of the issuance of $8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds, such bonds to be dated as of the first day of the month of delivery or such other date(s) as the Governing Body may approve, to be in such denomination or denominations as the Governing Body may approve, and to bear interest from date at such rate or rates as the Governing Body may approve but not exceeding six percent (6.00%) per annum in any year, all interest to be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2015, and the principal to mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2016	$745,000	2021	$820,000
2017	755,000	2022	840,000
2018	770,000	2023	870,000
2019	780,000	2024	895,000
2020	800,000	2025	925,000

and;

WHEREAS, on November 20, 2014, the Governing Body adopted, at a meeting duly called and held, a resolution entitled:

A RESOLUTION DECLARING THE RESULTS OF A BOND ELECTION HELD ON NOVEMBER 4, 2014; PROVIDING FOR NOTIFICATION OF THE DISTRICT ATTORNEY; AND FOR OTHER RELATED PURPOSES

declaring the results of the election to be in favor of the issuance of $8,200,000 in aggregate principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bonds, and authorizing the commencement of validation proceedings for such bonds; and

WHEREAS, on December 17, 2014, the Superior Court of Bartow County entered a judgment validating such bonds, in the case of **STATE OF GEORGIA vs. CITY OF CARTERSVILLE, GEORGIA,** Civil Action File No. _____________; and

WHEREAS, the City now wishes to issue all of such bonds so authorized in the form of a single general obligation bond in the principal amount of $8,200,000 and to ratify, confirm, and approve the commencement of validation proceedings for such bond; and

WHEREAS, in order to issue and deliver such bond, it is necessary to adopt a form for such bond, to authorize the execution of such bond, to establish the date, denominations, rate or rates of interest, and redemption provisions for such bond, to levy an annual ad valorem tax on the taxable property within the City sufficient to pay the principal of and interest on such bond as the same become due, to authorize the acceptance of an offer to purchase such bond from, and the sale of such bond to, __________________ (the "Purchaser");

NOW, THEREFORE, BE IT ORDAINED by the City Council of City of Cartersville, Georgia, and it is hereby ordained by authority of the same, as follows:

Section 1. There is hereby authorized to be issued, executed, and delivered $8,200,000 in original principal amount of a bond designated "City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bond, Series 2014" (the "Bond"). The Bond shall be dated the date of issuance and delivery, shall be issued only as a single, fully registered bond without coupons in the principal amount of $8,200,000, shall be numbered R-1, and shall bear interest from date on the outstanding principal amount thereof at the rate per annum equal to ____% (computed on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bond shall be payable semiannually on July 1 and January 1 in each year, beginning July 1, 2015. Principal of the Bond shall be payable on January 1, in the years and in the amounts as follows:

Year	Amount	Year	Amount
2016	$745,000	2021	$820,000
2017	755,000	2022	840,000
2018	770,000	2023	870,000
2019	780,000	2024	895,000
2020	800,000	2025	925,000

Section 2. (a) The City shall keep at its office a register for the registration and registration of transfers of the Bond. The name and address of the registered owner of the Bond (the "Bondholder"), each transfer thereof, and the name and address of each transferee of the Bond shall be registered in such register. Prior to due presentment for registration of transfer, the person in whose name the Bond shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof (including the receipt of payments of principal of, premium, if any, and interest on the Bond), whether or not the Bond shall be overdue, and the City shall not be affected by any notice or knowledge to the contrary.

(b) Upon surrender of the Bond at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of the Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of the Bond, the City shall execute and deliver, at its expense (except as provided below), a new Bond in exchange therefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former Bondholder may request and shall be issued as a single, fully registered bond substantially in the form provided in Section 6 hereof. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid thereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Bond. The Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond. The City shall not be required to transfer the Bond until the certificate of validation on any new Bond shall have been properly executed by the Clerk of the Superior Court of Bartow County.

(c) Upon receipt by the City of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of the Bond, and

(1) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the Bondholder is, or is a nominee for, the initial Bondholder or is another Bondholder with a minimum net worth of at least $25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(2) in the case of mutilation, upon surrender and cancellation thereof,

the City at its expense shall execute and deliver, in lieu thereof, a new single, fully registered Bond, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Bond or dated the date of such lost, stolen, destroyed, or mutilated Bond if no interest shall have been paid thereon.

Section 3. All sums becoming due on the Bond for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Bondholder in writing to the City, without the presentation or surrender of the Bond or the making of any notation thereon, except that upon written request of the City made concurrently with or reasonably promptly after payment or redemption in full of the Bond, the Bondholder shall surrender the Bond for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of the Bond the Bondholder shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

All payments of principal of the Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by the Bondholder on the Schedule of Payments and Redemptions attached to the Bond; provided, however, that any failure by the Bondholder to endorse such information on such Schedule or any error therein shall not in any manner affect the obligation of the City to make payments of principal and interest in accordance with the terms of the Bond. The City hereby irrevocably authorizes and directs the Bondholder to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of the Bond.

The Bondholder shall permit the City at any time during regular business hours to make at its office an appropriate notation on the Bond of payments of principal thereof, if at least five days prior thereto the City shall have given written notice of its intention to do so and if it shall not have received from you a written confirmation that the requested notation has been made.

Section 4. The Bond may be redeemed prior to maturity at the option of the City, either in whole or in part on any date, upon payment of a redemption price for the Bond or portion thereof to be redeemed equal to ___% of the principal amount thereof plus accrued interest thereon to the redemption date. As a condition precedent to each optional redemption under this Section 4 (unless waived by the Bondholder), the Bondholder shall receive written notice of such optional redemption not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of the Bond to be redeemed on such date, the accrued interest (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed, and the applicable premium, if any.

Any partial redemptions of the Bond shall be applied to the annual principal payments due on the Bond in the inverse order of their maturities.

In the case of each redemption of the Bond pursuant to this Section 4, the principal amount of the Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount accrued to such date and the applicable premium, if any. From and after such date, unless the City shall fail to pay such principal amount when so due and payable, together with the interest and premium, if any, as aforesaid, interest on such principal amount shall cease to accrue.

Section 5. There shall be and is hereby levied a continuing direct annual ad valorem tax for the years 2014 through 2024, without limitation as to rate or amount, upon all property subject to taxation for general obligation bond purposes within the corporate limits of the City, sufficient to provide moneys required to pay the principal of and interest on the Bond, as more fully set forth in Exhibit A attached hereto and incorporated herein by this reference. The sums hereby levied are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Bond as the same become due and payable. The amount to be levied for each year is the amount specified to pay principal, if any, and interest coming due in the following year. These sums shall be collected by the tax collector of the City, in each of the years levied, and shall be paid into a sinking fund to be maintained for, and shall be applied to, the payment of the principal of and interest on the Bond as the same become due and payable, and provisions to meet the requirements of this Section 5 shall be made annually hereafter.

Section 6. The Bond, the Validation Certificate, the Schedule of Payments and Redemptions, and the Assignment and Transfer shall be substantially in the following forms, with such variations, omissions, substitutions, and insertions as may be required or permitted by this Ordinance:

[FORM OF BOND]

THIS BOND IS SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF CARTERSVILLE, GEORGIA
GENERAL OBLIGATION PARK AND RECREATIONAL FACILITIES BOND, SERIES 2014

Number R-1 $8,200,000

Maturity Date	Interest Rate	Dated
January 1, 2025	____%	December __, 2014

Registered Owner:

Principal Amount: EIGHT MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF CARTERSVILLE, GEORGIA (the "City"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns, on the principal payment dates specified herein, unless redeemed prior thereto as hereinafter provided, the principal amount identified above and to pay interest from the date of this Bond, or from the most recent interest payment date to which interest has been paid, on the balance of such principal sum from time to time remaining unpaid, as indicated on the Schedule of Payments and Redemptions attached to this Bond, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on July 1 and January 1 of each year, commencing July 1, 2015, until the payment of the principal amount of this Bond in full. Principal of this Bond shall be payable on January 1, in the years and in the amounts as follows:

Year	Amount	Year	Amount
2016	$745,000	2021	$820,000
2017	755,000	2022	840,000
2018	770,000	2023	870,000
2019	780,000	2024	895,000
2020	800,000	2025	925,000

All sums becoming due on this Bond for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the registered owner of this Bond in writing to the City, without the presentation or surrender of this Bond or the making of any notation hereon, except that upon the written request of the City made concurrently with or reasonably promptly after payment or redemption in full of this Bond, the registered owner of this Bond shall surrender this Bond for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of this Bond, the registered owner of this Bond shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.

All payments of principal of this Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by the registered owner of this Bond on the Schedule of Payments and Redemptions attached to this Bond; provided, however, that any failure by the registered owner of this Bond to endorse such information on such Schedule or any error therein shall not in any manner affect the obligation of the City to make payments of principal and interest in accordance with the terms of this Bond. The City hereby irrevocably authorizes and directs the registered owner of this Bond to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of this Bond.

This Bond is the only bond of an authorized issue limited in original principal amount to $8,200,000, issued by the City for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing park and recreational facilities and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing. The Bond is authorized by the Constitution and laws of the State of Georgia and is being issued pursuant to an ordinance (the "Bond Ordinance") duly adopted by the City Council of City of Cartersville, Georgia on December 18, 2014.

This Bond shall be issued as a single, fully registered bond without coupons in the original principal amount of $8,200,000. Upon surrender of this Bond at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Bond, the City shall execute and deliver, at the City's expense (except as provided below), a new Bond in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former registered owner of this Bond may request and shall be issued as a single, fully registered bond. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid hereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Bond. This Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond.

Prior to due presentment for registration of transfer, the person in whose name this Bond shall be registered shall be deemed and treated as the owner and holder hereof for all purposes hereof (including the receipt of payments of principal of, premium, if any, and interest on this

Bond), whether or not this Bond shall be overdue, and the City shall not be affected by any notice or knowledge to the contrary.

The City has designated this Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required by the Constitution and laws of the State of Georgia to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that provision has been made for the collection of a direct annual ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on this Bond in accordance with its terms, and that the total indebtedness of the City, including the Bond, does not exceed any limitation prescribed by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, City of Cartersville, Georgia has caused this Bond to be executed by its Mayor and has caused the official seal of the City to be impressed hereon and attested by its City Clerk.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By:______________________________
Mayor

Attest:

____
City Clerk

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF BARTOW

The undersigned Clerk of the Superior Court of Bartow County, Georgia, does hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Bartow County, Georgia, on the 17th day of December 2014, that no intervention or objection was filed opposing the validation of this Bond, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Bartow County, Georgia.

(SEAL)

____
Clerk, Superior Court of
Bartow County, Georgia

SCHEDULE OF PAYMENTS AND REDEMPTIONS

Date of Payment	Amount of Payment	Notation Made By	Date of Payment	Amount of Payment	Notation Made By

ASSIGNMENT AND TRANSFER

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

____

(Tax Identification or Social Security No. _______________)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ______________________________ ____________________________________
Signature

NOTICE: The signature(s) 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 whatsoever.

[END OF FORM OF BOND]

Section 7. The Bond shall be executed for and on behalf of the City by the manual signature of its Mayor, and the City's seal shall be impressed thereon and attested by the manual signature of its City Clerk. In case any officer whose signature shall appear on the Bond shall cease to be such officer before delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer remained in office until such delivery.

Section 8. The City shall sell the Bond to the Purchaser for the price of $8,200,000. The Mayor of the City is hereby authorized to execute and deliver, on behalf of the City, a purchase contract between the City and the Purchaser, providing for the sale of the Bond. The execution and delivery of a purchase contract by the Mayor of the City shall constitute conclusive evidence of the ratification, confirmation, and approval by the City of the terms and conditions of the purchase contract.

Section 9. The Bond shall, in due course, be delivered to the Purchaser against payment for the Bond.

Section 10. All actions taken or to be taken by the Governing Body and by the City Manager relating to the authorization, issuance, and sale of the Bond, shall be, and the same are hereby, ratified, confirmed, and approved.

Section 11. The City recognizes that the purchaser and owner of the Bond will have accepted the Bond on, and paid for the Bond a price that reflects, the understanding that interest on such Bond is not included in the gross income of the owners for federal income tax purposes under laws in force at the time the Bond shall have been delivered.

The City shall take any and all action that may be required from time to time in order to assure that interest on the Bond shall remain excludable from the gross income of the owners of the Bond for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of the Bond, the Mayor and the City Clerk of the City shall execute a Certificate as to Arbitrage Matters on behalf of the City respecting the investment of the proceeds of the Bond. Such certificate shall be a representation and certification of the City, and an executed copy thereof shall be delivered to the Purchaser. The City shall not knowingly invest or participate in the investment of any proceeds of the Bond if such investment would cause interest on the Bond to become included in gross income for federal income tax purposes.

The Mayor or the City Clerk of the City may also execute and deliver, on behalf of the City: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the City to comply with any requirements for rebate under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The City shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall pay or cause to be paid to the United States any and all of such amounts on or before the due date.

The City hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of any Bond, or use or permit the use of any of the facilities being financed thereby, which would cause the Bond or any portion thereof to be "private activity bonds" within the meaning of Section 141 of the Code.

The City hereby designates the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code and covenants that the Bond does not constitute a "private activity bond," as defined in Section 141 of the Code, and that not more than $10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including the Bond, have been or shall be issued by the City, including all subordinate entities of the City and all entities that issue obligations on behalf of the City, during the calendar year 2014.

The covenants, certifications, representations, and warranties contained in this Section 11 shall survive payment in full or provision for payment in full of the Bond.

Section 12. The issuance of the Bond shall not exceed any debt limitation prescribed by the Constitution of the State of Georgia.

Section 13. All ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance, if any, shall be and the same are hereby repealed.

Section 14. The Mayor and the City Clerk of the City are hereby authorized and directed to execute, for and on behalf of the City, such other agreements, certificates, or documents as may be necessary or desirable in connection with the issuance, sale, and delivery of the Bond or the investment of the proceeds of the Bond, including, without limitation, a placement agreement between the City and Raymond James & Associates, Inc.

Section 15. Notwithstanding anything herein to the contrary, any action that the Mayor of the City is required, permitted, or otherwise authorized to take in connection with the Bond may be taken by the Mayor Pro Tempore of the City, in the absence at the time or in the event of the vacancy in the office of the Mayor or the incapacity at the time of the Mayor. These actions shall include execution, delivery, or performance of any certificate, agreement, instrument, document, or other writing relating to the Bond, including the execution of the Bond. To this end, this Ordinance shall be construed so that all references to the Mayor of the City may also be considered to be references to the Mayor Pro Tempore of the City. The City Clerk of the City shall determine whether the Mayor is absent or incapacitated or whether there is a vacancy in the office of Mayor so that the Mayor Pro Tempore may act under this Section 15, and the determination of the City Clerk of the City shall be binding and conclusive upon the City.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 18th day of December 2014.

CITY OF CARTERSVILLE, GEORGIA

(SEAL)

By:__________________________________
Mayor

Attest:

____
City Clerk

EXHIBIT A

DEBT SERVICE SCHEDULE

Payment Date	Principal	Interest	Total Debt Service
7/1/15	$ ---		
1/1/16	745,000		
7/1/16	---		
1/1/17	755,000		
7/1/17	---		
1/1/18	770,000		
7/1/18	---		
1/1/19	780,000		
7/1/19	---		
1/1/20	800,000		
7/1/20	---		
1/1/21	820,000		
7/1/21	---		
1/1/22	840,000		
7/1/22	---		
1/1/23	870,000		
7/1/23	---		
1/1/24	895,000		
7/1/24	---		
1/1/25	925,000		
Total	$8,200,000		

STATE OF GEORGIA
BARTOW COUNTY

CITY CLERK'S CERTIFICATE

I, **CONNIE KEELING,** City Clerk of City of Cartersville, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a Bond Ordinance adopted by the City Council of City of Cartersville, Georgia (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 18th day of December 2014, in connection with the issuance and sale of $8,200,000 in original principal amount of City of Cartersville, Georgia General Obligation Park and Recreational Facilities Bond, Series 2014, the original of such Bond Ordinance being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

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

and that the following members were absent:

____

____

and that such Bond Ordinance was duly adopted by a vote of:

Aye _____ Nay _____.

WITNESS my hand and the official seal of City of Cartersville, Georgia, this the 18th day of December 2014.

(SEAL)

____
City Clerk

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
GADOT TE Agreement - Etowah RiverWalk-Leake Mounds Link

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recomendation:	This agreement and related documents is between the Georgia Department of Transportation and City of Cartersville and requires several city signatures. The agreement, resolution, certifications and exhibits have been reviewed by city attorney. I recommend Cartersville City Council authorize Mayor Matt Santini to sign the Agreement for Transportation Enhancement Activities. City Clerk to sign authorizing resolution and certification of spent funds ($181,392.60 already spent towards preliminary engineering) and other documents she must attest. City Attorney to sign "Opinion of Counsel" on contracts for Transportation Enhancement Activity funds. City Manager to sign "Certification of Sponsor", Attachment "A", Certification of Compliances and Exhibit "A", Work Plan Construction Phase. This agreement is the next step for the Etowah RiverWalk-Leake Mounds Link trail project to move forward.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Meritage Homes Agreement

SubCategory:	Contracts/Agreements
Department Name:	
Department Summary Recomendation:	Update of a portion of the Carter Grove agreement with a new builder.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT

This Agreement is made and entered into this ___ day of December, 2014, by and between the City of Cartersville, a political subdivision in the State of Georgia, (hereinafter "the City") and Meritage Homes of Georgia, Inc., an Arizona corporation, (hereinafter "Meritage").

WITTNESSETH:

WHEREAS, Meritage currently owns lots and has the option to acquire additional lots in Carter Grove Plantation, a residential subdivision located within the City of Cartersville (hereinafter "the Subdivision"); and

WHEREAS, on April 28, 2004, the City entered into an unrecorded Development Agreement (the "Development Agreement") with the developer of the Subdivision regarding, among other things, the installation of gas water heaters in the homes to be constructed within the Subdivision; and

WHEREAS, many of the lots in the Subdivision (including the lots Meritage has already acquired or has an option to acquire) were purchased and conveyed to Meritage without the unrecorded Development Agreement in the chain of title and, consequently, Meritage disputes the enforceability of the Development Agreement; and

WHEREAS, in order to resolve this dispute, Meritage is willing to acknowledge the terms of the Development Agreement regarding gas service and the installation of gas water heaters, to the extent set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained hereunder, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

1. Twenty percent (20%) of all homes to be constructed by Meritage in the subdivision shall contain natural gas water heaters (hereinafter "Gas Advantage"). All homes that are Gas Advantage will have no tap fee, or any other fees, to obtain gas service.

2. All other homes constructed by Meritage within the Subdivision that are not Gas Advantage will require the payment of an $800.00 tap fee, together with an additional $200.00 premium for not being Gas Advantage.

3. Meritage shall tender all "Public Safety Fees" and "Recreation Fees" as set forth in the Development Agreement. The parties acknowledge that these fees are being paid in lieu of any other development impact fees currently set forth under the ordinances of the City of Cartersville or that may be levied or imposed in the future.

4. Except as expressly set forth in the Agreement, Meritage shall have no other responsibilities under the Development Agreement, including, but not limited to, any responsibility to maintain or complete any of the improvements that were required to be installed by the developer under the Development Agreement or any of the improvements currently

located within the Subdivision outside the boundaries of the lots acquired, or to be acquired, by Meritage.

5. The terms of this Agreement represent the entire agreement between the parties and no amendment shall be binding upon the parties unless executed in writing by the parties. All rights, duties, benefits, liabilities and obligations under this Agreement shall inure to the benefit of, and be binding upon, all successors, successors-in-title, and assigns.

CITY OF CARTERSVILLE

By: ______________________________
Title: ______________________________

Attest: ______________________________
Title: ______________________________

MERITAGE HOMES OF GEORGIA, INC.

By: ______________________________
Title: ______________________________

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Water Testing with EPD

SubCategory:	Contracts/Agreements
Department Name:	Water Dept
Department Summary Recomendation:	The attached invoice is for water quality testing performed by the Department of Natural Resources – Drinking Water Program. The State laboratory has performed this testing for the City annually for years. The annual fee is the same as last year ($9,200.00). This fee is cheaper than contracting the same analyses with a private lab and has the added benefit of being 100% method compliant for regulatory purposes. I recommend approval of this contract with the state of Georgia. This will be paid from budget. FYI: The Department of Natural Resources was exempted from the Georgia Security and Immigrations Compliance Act in 2010.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid from budget.
Legal:	
Associated Information:	

Georgia Department of Natural Resources
Environmental Protection Division
Judson H. Turner, Director

M E M O R A N D U M

TO: Public Water System Laboratory Services Customer

DATE: December 2014

RE: Drinking Water Laboratory and Related Services (July 2013 – June 2016)

Please find enclosed the 2nd of three annual invoices related to your July 1, 2013 through June 30, 2016 *Drinking Water Laboratory and Related Services Contract.* This invoice covers the July 1, 2014 through June 30, 2015 timeframe. Please note that this is a point-in-time invoice based on data in our Drinking Water system as of November 26, 2014. Any changes to Water System data made on or after this date will not affect the current billing cycle, but will be reflected in future invoices. Please follow the instructions below to ensure your payment is received.

PAYMENT

PAYMENT to "DRINKING WATER FEES" is DUE IN FULL and UPON RECEIPT.

Single System: Include the System Name, Water System ID# and Invoice # on your check and enclose your check and the lower portion of your invoice in the pre-addressed envelope provided.

Multiple Systems: Include the System Names, Water System ID#'s and Invoice #'s on separate sheet. Enclose your check, your list, and/or the lower portion of all invoices in the pre-addressed envelope provided or mail to:

Drinking Water Fees
P.O. Box 101788
Atlanta, Georgia 30392

FAQ

- **What do we do if we do not use your services, but we received an invoice?**
  Please update the lab provider data by contacting your EPD Drinking Water Permitting Engineer (listed on reverse) and email epdfinance@dnr.ga.gov so we can void your invoice.

- **What do we do if our invoice reflects a past due amount that we have paid?**
  Email epdfinance@dnr.ga.gov and include your Water System Name and ID# number in the subject line (i.e. GA0000001) as well as your contact information and proof of payment (front and back side of cleared check). A member of our team will contact you for resolution.

- **How can we update our water system data (address, entry points, population, owner/operator, etc.)?** Go to http://gadrinkingwater.net/DWWPUB/ to view current system information, including sampling schedules/history/results. Validate the system data. If changes are needed, please contact your Drinking Water Permitting Engineer (listed on reverse) to authorize and submit those changes. Some changes, like a change in ownership or changes in the number or type of sources, will require an application to modify your drinking water permit to operate.

- **Who do we contact with questions concerning Water Sampling Kits and/or Chemical bottles?**
  Contact the EPD Laboratory at 678-248-7383.

EPD Drinking Water Contact List

COUNTY NAME	DISTRICT | DWP	COUNTY NAME	DISTRICT | DWP	COUNTY NAME	DISTRICT | DWP
Appling	GW=CST | SW=SL	Evans	GW=CST | SW=SL	Newton	GW=NED | SW=LE
Atkinson	GW=CST | SW=RK	Fannin	GW=MTN | SW=RM	Oconee	GW=NED | SW=LE
Bacon	GW=CST | SW=SL	Fayette	GW=MM | SW=MM	Oglethorpe	GW=NED | SW=SL
Baker	GW=SWD | SW=RM	Floyd	GW=MTN | SW=BB	Paulding	GW=MTN | SW=BB
Baldwin	GW=NED | SW=AB	Forsyth	GW=MTN | SW=PN	Peach	GW=WCD | SW=LE
Banks	GW=NED | SW=PN	Franklin	GW=NED | SW=SL	Pickens	GW=MTN | SW=RM
Barrow	GW=NED | SW=LE	Fulton	GW=BB | SW=BB	Pierce	GW=CST | SW=SL
Bartow	GW=MTN | SW=RM	Gilmer	GW=MTN | SW=RM	Pike	GW=WCD | SW=LE
Ben Hill	GW=SWD | SW=BB	Glascock	GW=ECD | SW=AB	Polk	GW=MTN | SW=BB
Berrien	GW=SWD | SW=BB	Glynn	GW=CST | SW=PN	Pulaski	GW=WCD | SW=BB
Bibb	GW=WCD | SW=MM	Gordon	GW=MTN | SW=RM	Putnam	GW=NED | SW=LE
Bleckley	GW=WCD | SW=AB	Grady	GW=SWD | SW=LE	Quitman	GW=SWD | SW=RM
Brantley	GW=CST | SW=SL	Greene	GW=NED | SW=LE	Rabun	GW=MTN | SW=LE
Brooks	GW=SWD | SW=MM	Gwinnett	GW=AB | SW=AB	Randolph	GW=SWD | SW=RM
Bryan	GW=CST | SW=PN	Habersham	GW=MTN | SW=PN	Richmond	GW=ECD | SW=AB
Bulloch	GW=CST | SW=PN	Hall	GW=NED | SW=PN	Rockdale	GW=LE | SW=LE
Burke	GW=ECD | SW=AB	Hancock	GW=NED | SW=AB	Schley	GW=WCD | SW=RK
Butts	GW=NED | SW=MM	Haralson	GW=MTN | SW=BB	Screven	GW=ECD | SW=LE
Calhoun	GW=SWD | SW=RM	Harris	GW=WCD | SW=RK	Seminole	GW=SWD | SW=RM
Camden	GW=CST | SW=SL	Hart	GW=NED | SW=SL	Spalding	GW=MM | SW=MM
Candler	GW=CST | SW=PN	Heard	GW=RK | SW=RK	Stephens	GW=NED | SW=SL
Carroll	GW=BB | SW=BB	Henry	GW=MM | SW=MM	Stewart	GW=SWD | SW=RK
Catoosa	GW=MTN | SW=AB	Houston	GW=WCD | SW=MM	Sumter	GW=SWD | SW=RK
Charlton	GW=CST | SW=SL	Irwin	GW=SWD | SW=BB	Talbot	GW=WCD | SW=RK
Chatham	GW=CST | SW=PN	Jackson	GW=NED | SW=SL	Taliaferro	GW=NED | SW=LE
Chattahoochee	GW=WCD | SW=RK	Jasper	GW=NED | SW=LE	Tattnall	GW=CST | SW=SL
Chattooga	GW=MTN | SW=BB	Jeff Davis	GW=CST | SW=RK	Taylor	GW=WCD | SW=MM
Cherokee	GW=MTN | SW=RM	Jefferson	GW=ECD | SW=AB	Telfair	GW=SWD | SW=AB
Clarke	GW=NED | SW=SL	Jenkins	GW=ECD | SW=LE	Terrell	GW=SWD | SW=RK
Clay	GW=SWD | SW=RM	Johnson	GW=ECD | SW=AB	Thomas	GW=SWD | SW=LE
Clayton	GW=MM | SW=MM	Jones	GW=WCD | SW=AB	Tift	GW=SWD | SW=BB
Clinch	GW=CST | SW=RK	Lamar	GW=WCD | SW=LE	Toombs	GW=CST | SW=LE
Cobb	GW=BB | SW=BB	Lanier	GW=SWD | SW=LE	Towns	GW=MTN | SW=LE
Coffee	GW=CST | SW=RK	Laurens	GW=ECD | SW=AB	Treutlen	GW=ECD | SW=LE
Colquitt	GW=SWD | SW=MM	Lee	GW=SWD | SW=RK	Troup	GW=WCD | SW=RK
Columbia	GW=ECD | SW=AB	Liberty	GW=CST | SW=PN	Turner	GW=SWD | SW=BB
Cook	GW=SWD | SW=MM	Lincoln	GW=NED | SW=SL	Twiggs	GW=WCD | SW=AB
Coweta	GW=RK | SW=RK	Long	GW=CST | SW=PN	Union	GW=MTN | SW=PN
Crawford	GW=WCD | SW=MM	Lowndes	GW=SWD | SW=LE	Upson	GW=WCD | SW=MM
Crisp	GW=SWD | SW=RK	Lumpkin	GW=MTN | SW=PN	Walker	GW=MTN | SW=AB
Dade	GW=MTN | SW=RK	McDuffie	GW=ECD | SW=AB	Walton	GW=NED | SW=LE
Dawson	GW=MTN | SW=PN	McIntosh	GW=CST | SW=PN	Ware	GW=CST | SW=SL
Decatur	GW=SWD | SW=LE	Macon	GW=WCD | SW=LE	Warren	GW=ECD | SW=AB
DeKalb	GW=LE | SW=LE	Madison	GW=NED | SW=SL	Washington	GW=ECD | SW=AB
Dodge	GW=SWD | SW=AB	Marion	GW=WCD | SW=RK	Wayne	GW=CST | SW=SL
Dooly	GW=WCD | SW=BB	Meriwether	GW=WCD | SW=RK	Webster	GW=SWD | SW=RM
Dougherty	GW=SWD | SW=RK	Miller	GW=SWD | SW=RM	Wheeler	GW=ECD | SW=LE
Douglas	GW=BB | SW=BB	Mitchell	GW=SWD | SW=LE	White	GW=MTN | SW=PN
Early	GW=SWD | SW=RM	Monroe	GW=WCD | SW=MM	Whitfield	GW=MTN | SW=AB
Echols	GW=SWD | SW=MM	Montgomery	GW=ECD | SW=LE	Wilcox	GW=SWD | SW=BB
Effingham	GW=CST | SW=PN	Morgan	GW=NED | SW=LE	Wilkes	GW=NED | SW=SL
Elbert	GW=NED | SW=SL	Murray	GW=MTN | SW=RM	Wilkinson	GW=ECD | SW=AB
Emanuel	GW=ECD | SW=LE	Muscogee	GW=WCD | SW=RK	Worth	GW=SWD | SW=BB

Groundwater Systems **EPD District Offices**	**Surface Water Systems** **EPD Drinking Water Permitting and Engineering Unit** 2 Martin Luther King Jr Drive Suite 1362 East Atlanta, Georgia 30334
CST: Coastal District – Christopher Beranek (912) 264-7284 400 Commerce Center Drive Brunswick, Georgia 31523	**BB:** Brett Blackwelder (404) 463-6426
ECD: East Central District – Joe Sills (706) 667-4343 3525 Walton Way Extension Augusta, Georgia 30909	**AB:** Adriana Bustillos (404) 463-8010
MTN: Mountain District – Mick Smith (770) 387-4900 P.O. Box 3250 Cartersville, Georgia 30120	**LE:** Lynn Ellis (404) 651-5153
NED: Northeast District – Al Gephart (706) 369-6376 745 Gaines School Road Athens, Georgia 30605	**RK:** Rais Khan (404) 657-7430
SWD: Southwest District – Lisa Myler (229) 430-4144 2024 Newton Road Albany, Georgia 31701	**SL:** Samantha Luo (404) 657-8773
WCD: West Central District – NGina Porch (478) 751-6612 2640 Shurling Drive Macon, Georgia 31211	**RM:** Ron McMillan (404) 651-5159
	MM: Madina Mugisa (404) 656-0253
E-mail addresses for EPD Staff are in the form of: firstname.lastname@dnr.state.ga.us	**PN:** Peter Nwogu (404) 651-8427

STATE OF GEORGIA DNR - EPD
DRINKING WATER FEES

WATER SYSTEM ID#: GA0150002
CUSTOMER NAME: CARTERSVILLE
INVOICE#: 70173

Total Due $9,200.00

DEC - 5 2014

C/Water

Bill To:
CARTERSVILLE
JONES, BOB
POB 1390

CARTERSVILLE, GA 30120-1390

Message Center

Notification:
Check Water System Information
gadrinkingwater.net
Account Information:
TOTAL AMOUNT DUE UPON RECEIPT

BILLING SUMMARY

Water System Identification #	Current Amt Due	Invoice Date	Terms	Total Amount Due
GA0150002	$9,200.00	26-Nov-14	Due Upon Receipt	$9,200.00

Explanation of FEES Charged

Period - Year	Invoice#	Amount Due
2013-14	62563	$0.00
2014-15	70173	$9,200.00
2015-16		

WATER SYSTEM DETAILS

Period - Year	Water System Type	Population	Entry Points	Chemical Analysis	Coliform Analysis	Fee $
July 01, 2014 - June 30, 2015	C	24830	1	$9,200	$0	$9,200

RETURN LOWER PORTION WITH PAYMENT

Please return this portion of your invoice with your payment.
Make Check(s) Payable to: **Drinking Water Fees**

Water System Identification # GA0150002
Invoice#(s) 70173

Due Date:	Upon Receipt
Total Amount Due	$9,200.00
Amount Paid:	

CARTERSVILLE
JONES, BOB
POB 1390

CARTERSVILLE, GA 30120-1390

Mail payment to:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392

Item # 11

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Carter Street Crossing - Memorandum Of Understanding with GDOT

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recomendation:	GDOT is requesting signature of this MOU to allow GDOT to install train activated warning devices (gates) on the Carter Street at its intersection with CSX railroad. GDOT will be responsible for installing the gates. The City will be required to adjust the proposed utilities and improve the road and drainage as shown on the plans. City Electric and Fiber have indicated that the required utilities can be altered to accommodate the plans. Public Works will be responsible for road and storm improvements. Once changes are made, Bangor Street will need to be made one-way. This will require an ordinance revision. Public Works recommends acceptance of this agreement.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Memorandum Of Understanding

PROJECT: City Street 759 / Carter Street at CSX Transportation Inc. - Railroad Crossing Warning Device Installation

County: Bartow **GDOT PI# 0013176**

Item # 12

M E M O R A N D U M O F U N D E R S T A N D I N G, ("MOU"), by and between the **Georgia Department of Transportation** (hereinafter "DEPARTMENT"), and the **City of Cartersville** by its Mayor and City Council (hereinafter "CITY"), (collectively hereinafter the "PARTIES").

WHEREAS, the PARTIES propose installation of train activated warning devices (hereinafter "GATES") on Carter Street at its at-grade intersection with **CSX Transportation Inc.** (hereinafter "RAILROAD"), identified as USDOT inventory number **340445M**; and

WHEREAS, the installation of GATES requires modifications to City Street 279 / Carter Street and to City Street 837 / Bangor Street, (hereinafter "ROAD IMPROVEMENTS") public Streets that are under the jurisdiction of the CITY and

WHEREAS, the installation of GATES may require the adjustment or relocation of overhead and/or underground utility facilities (hereinafter "UTILITY ADJUSTMENTS"); and

WHEREAS, it is agreed that the DEPARTMENT shall be responsible for the construction of GATES and the CITY shall be responsible for the construction and handling of all ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS.

NOW THEREFORE, the following is hereby mutually agreed to and understood by the PARTIES:

1. Exhibit A of this MOU conceptually depicts the proposed project GATES installation locations and the required ROAD IMPROVEMENTS including header curb construction, pavement removal, sidewalk construction, widening of existing pavement, drainage culvert extensions and pavement striping and marking.

2. The DEPARTMENT, by separate agreement with the RAILROAD, is responsible for the design (preliminary engineering) and construction of the GATES. The design and construction of GATES is contingent upon the DEPARTMENT executing an agreement or agreements (hereinafter "RR AGREEMENT") with the RAILROAD that operate the railroad tracks at the crossing. This MOU is null and void if the DEPARTMENT has not executed the RR AGREEMENT within one year of the effective date of this MOU.

3. The CITY is responsible for determining the locations of any overhead and underground utilities that may be in conflict with the proposed ROAD IMPROVEMENTS and GATES installations and is responsible for UTILITY

ADJUSTMENTS, if any, required to meet applicable CITY, Utility Company and RAILROAD Company standards.

4. The ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS, shall be completed by the CITY within six (6) months of the DEPARTMENT: (a) notifying the CITY that the RR AGREEMENT has been executed by the RAILROAD, and (b) confirming to the CITY that Exhibit A is the final design for the active warning device improvements (hereinafter "FINAL DESIGN"), or providing the CITY with a revised FINAL DESIGN. The ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS of a revised FINAL DESIGN shall be similar in scope and magnitude than that of Exhibit A, unless otherwise agreed to by the PARTIES.

5. The CITY is responsible for any plans, details, design or specifications for the ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS beyond those illustrated in the FINAL DESIGN. The CITY assures the DEPARTMENT that the ROAD IMPROVEMENTS will be completed in accordance with the FINAL DESIGN. Item # 12

6. The CITY will be responsible for coordinating with the RAILROAD for any required insurance coverage and/or flagging services while working within the Right of Way of the RAILROAD.

7. The DEPARTMENT will be responsible for completion of construction of the GATES within six (6) months of notification by the CITY of completion of the ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS. The DEPARTMENT assures the CITY that the GATES will be completed in accordance with the FINAL DESIGN.

8. The CITY upon completion of the ROAD IMPROVEMENTS agrees to maintain the ROAD IMPROVEMENTS at its sole expense. The DEPARTMENT agrees that the RR AGREEMENT shall require the RAILROAD to operate and maintain the GATES at no expense to the DEPARTMENT or the CITY.

APPROVED BY THE PARTIES BY:

For City of Cartersville:

____________________________ ____________________________

(Date)

____

(Title)

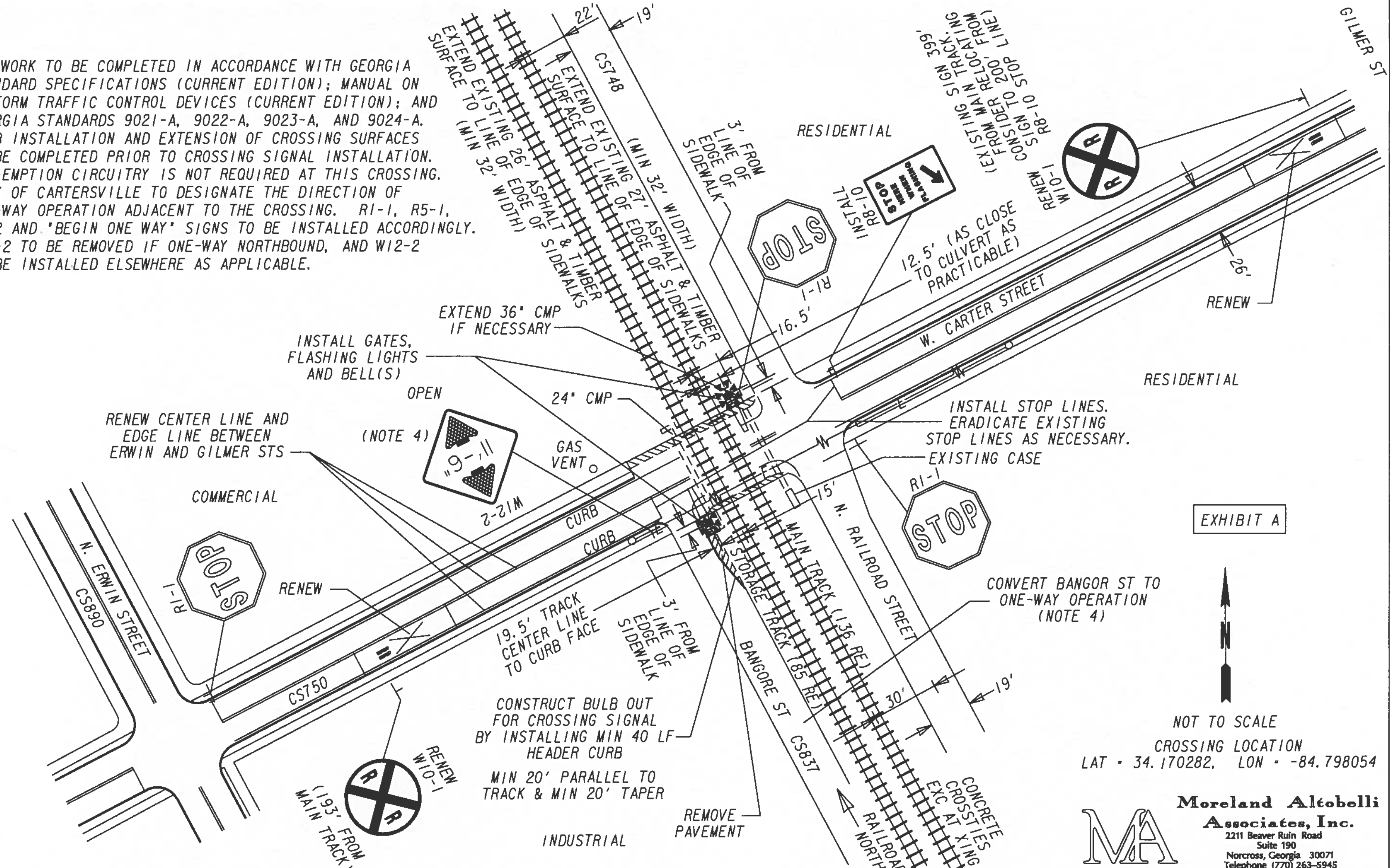
For Georgia Department of Transportation:

____________________________ ____________________________

State Utilities Engineer (Date)

Notes:

1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH GEORGIA STANDARD SPECIFICATIONS (CURRENT EDITION); MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION); AND GEORGIA STANDARDS 9021-A, 9022-A, 9023-A, AND 9024-A.
2. CURB INSTALLATION AND EXTENSION OF CROSSING SURFACES TO BE COMPLETED PRIOR TO CROSSING SIGNAL INSTALLATION.
3. PRE-EMPTION CIRCUITRY IS NOT REQUIRED AT THIS CROSSING.
4. CITY OF CARTERSVILLE TO DESIGNATE THE DIRECTION OF ONE-WAY OPERATION ADJACENT TO THE CROSSING. R1-1, R5-1, R6-2 AND 'BEGIN ONE WAY' SIGNS TO BE INSTALLED ACCORDINGLY. W12-2 TO BE REMOVED IF ONE-WAY NORTHBOUND, AND W12-2 TO BE INSTALLED ELSEWHERE AS APPLICABLE.



Moreland Altobelli Associates, Inc.
2211 Beaver Ruin Road
Suite 190
Norcross, Georgia 30071
Telephone (770) 263-5945

Use of this document is subject to 23 CFR §409

NUMBER AND TYPE TRACK: 1 MAIN & 1 STORAGE EXISTING WARNING: 8 INCH FLASHING LIGHTS AND BELL		
PROPOSED IMPROVEMENTS: GATES, FLASHING LIGHTS AND BELL(S)		
SIGNING AND MARKING REQUIREMENTS: INSTALL CENTER LINE AND EDGE LINES BETWEEN IRWIN ST AND GILMER ST,		
STOP LINES AND ADVANCE WARNING PAVEMENT MARKINGS, AND ADVANCE WARNING SIGNS.		
PLACEMENT OF SIGNAL EQUIPMENT:	PROJECT No.	0013177
NW QUADRANT: INSTALL GATE, FLASHING LIGHTS AND BELL. PLACE SIGNAL FOUNDATION 12.5 FEET FROM CENTER OF NEAREAST	HWY CONSTR.	
TRACK (AS CLOSE AS PRACTICABLE TO CULVERT), AND 3 FEET FROM EDGE OF WIDENED PAVEMENT/CROSSING SURFACE. PROVIDE MAST	COUNTY:	BARTOW
MAST ARM WITH TWO PAIR OF FLASHING LIGHTS TO BE FOCUSED TO RAILROAD ST. ESTIMATED 21 FOOT GATE ARM LENGTH.	LOCATION:	CARTERSVILLE
SE QUADRANT: INSTALL GATE AND FLASHING LIGHTS (AND BELL). PLACE SIGNAL FOUNDATION 15 FEET FROM CENTER LINE OF	USDOT IDs:	340445M
NEAREAST TRACK, AND 3 FEET FROM EDGE OF WIDENED PAVEMENT. PROVIDE MAST ARM WITH ONE PAIR OF FLASHING LIGHTS TO BE	R.R. - M.P.:	CSXT - OWA 47.94
FOCUSED TO NORTHBOUND BANGORE ST. (MAST ARM AND FLS TO BE INSTALLED EVEN IF BANGOR ST IS ONE WAY NORTHBOUND.)	ROAD:	CS759 / CARTER STREET
ESTIMATED 21 FOOT GATE ARM LENGTH.	DATE:	08 APRIL 2014

Item #12

\dgn\340445m-prop EX_A.dgn 11/24/2014 1:53:40 PM jamphillips

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
GMA Telecommunications Management Services

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	GMA provides the city annual assistance on Cable and Telecommunications, like help in negotiating our cable franchise agreement. The 2015 annual fee for this assistance is $8,000 and I recommend approval of the attached invoice.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

GEORGIA MUNICIPAL ASSOCIATION

Cable and Telecommunications Management Services

Invoice

INVOICE #:	TELECOM 15-15
INVOICE DATE	11/26/2014
DUE DATE	12/26/2014
CUSTOMER:	372

City of Cartersville
Mr. Dan Porta
PO Box 1390
GA 30120-1390

BILLING DESCRIPTION	**AMOUNT**
Telecommunication Management (1/1/2015 - 12/31/2015)	8,000.00

Annual membership in GMA's Cable and Telecommunications Management Service – Assistance with Franchise Related Issues

PLEASE MAIL PAYMENT AND REMITTANCE FORM TO:

GEORGIA MUNICIPAL ASSOCIATION
Attn: Finance
PO Box 105377
ATLANTA, GEORGIA 30348

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Pension Plan IRS Determination Letter

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	The IRS has completed it's review of the city's Pension Plan and determined that the Plan needed to be amended to be in compliance before an IRS Determination Letter could be issued. The Pension Plan Document defines the plan, e.g. the length of time an employee must work to be vested, retirement benefit options, disability options, etc. The fee that has been imposed by the IRS for the Pension Plan to come into compliance is $17,500. Given the fact that the city has not had to pay an ERISA attorney over the past 16 years to keep the plan in compliance, the charge seems reasonable. The Retirement Board has approved the charge and recommends approval of this agreement.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid from the pension plan assets and is not a budgeted item.
Legal:	
Associated Information:	

CLOSING AGREEMENT ON FINAL DETERMINATION
COVERING SPECIFIC MATTERS

Under section 7121 of the Internal Revenue Code (the Code), City of Cartersville (the Employer), One N. Erwin Street, Cartersville, GA 30120, EIN 58-6000534, and the Commissioner of Internal Revenue make the following closing agreement:

WHEREAS, City of Cartersville Pension Plan (the Plan) was established effective January 1, 1967; and

WHEREAS, the Plan received a favorable determination letter on September 30, 1997; and

WHEREAS, the Employer restated the Plan on September 18, 2014 to bring the Plan into compliance with the requirements of section 401(a)(37) of the Code and the other related provisions of the 2012 Cumulative List, Notice 2012-76; and

WHEREAS, the Employer submitted Form 5300 (the Application), Application for Determination for Employee Benefit Plan, on May 29, 2013; and

WHEREAS, pursuant to a review of the Application by the TE/GE, Employee Plans, Determinations Division of the Internal Revenue Service (the Service), it was determined that the Plan was not amended to comply with the provisions of the Community Renewal Tax Relief Act of 2000 (CRA ’00), the mortality table designated in Revenue Ruling 2001-62 (GAR ‘94), and the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) that became effective as of the plan year beginning January 1, 2002, by the required compliance dates in accordance with section 401(b) of the Code and regulations thereunder; and

WHEREAS, pursuant to a review by the Service, it further was determined that the Plan was not amended to comply with the provisions of the Pension Protection Act of 2006 (PPA’ 06), Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART) , and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) by the required compliance dates in accordance with section 401(b) of the Code and regulations thereunder, section 5.05 of Revenue Procedure 2007-44; and

WHEREAS, the Service proposed revoking the qualified status of the Plan under section 401(a) of the Code retroactive to the Plan year beginning January 1, 2001 through the Plan year beginning January 1, 2014; and

WHEREAS, the Service determined that no additional correction was required since the amendment adopted on January 28, 2008 is fully compliant with the provisions of CRA ’00; the Service further determined that no additional correction was required since the amendment adopted on September 18, 2014,was fully compliant with the provisions of GAR ’94, the provisions of EGTRRA that became effective as of the plan year beginning 2002, PPA ’06, HEART and WRERA; and

WHEREAS, the Employer certifies that no other corrective action is necessary because no participants' rights or benefits have been adversely affected by reason of failure to timely adopt the discretionary plan amendment; and

WHEREAS, the Employer has determined that the agreement, as set forth herein, is in its best interests; and

WHEREAS, the Service, through its authorized representative, has determined that said agreement is also in its best interests;

NOW IT IS HEREBY DETERMINED AND AGREED for Federal income tax purposes that:

1. The total amount due to the United States Treasury under this agreement is seventeen thousand and five hundred dollars ($17,500). This sum shall be paid by the Employer to the United States Treasury contemporaneously with the execution of this closing agreement by the duly authorized representative of the Service.

2. The Employer will neither attempt to nor otherwise amortize, deduct, or recover any portion of the payment described in paragraph 1 from the Service or to receive any Federal tax benefit on account of such payment.

3. No portion of the payment described in paragraph 1 shall be considered as: (a) compensation to, or the discharge of any obligation or liability of, any employee or former employee of the Employer; or (b) taxable income to any employee or former employee of the Employer.

4. The Service shall treat the Plan as being timely amended to comply with the provisions of CRA ‘00, GAR ’94, the provisions of EGTRRA that became effective as of the plan year beginning 2002, PPA ’06, HEART and WRERA.
.

5. This agreement constitutes a resolution under the Code of specific matters discussed herein. No inference shall be made with respect to whether this resolution satisfies other Federal law including Title I of the Employee Retirement Income Security Act of 1974.

This agreement is final and conclusive except:

(a) the matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of material fact;
(b) it is subject to the Code sections that expressly provide that effect be given to their provisions notwithstanding any other law or rule of law except Code section 7122; and
(c) if it relates to any taxable period ending after the date of this agreement, it is subject to any law enacted after the agreement date that applies to that taxable period.

By signing, the above parties certify that they have read and agreed to the terms of this document.

CITY OF CARTERSVILLE

By:____

Title: Mayor ____________________ Date Signed:____________

ATTEST:

/s/____________________
Connie K. Keeling
City Clerk

COMMISSIONER OF INTERNAL REVENUE SERVICE

By:____

Title: Manager, EP Determinations Quality Assurance Date Signed: ____________

OPERATIONAL COMPLIANCE STATEMENT

The Defined Benefit Plan of City of Cartersville (the Plan) was operated in compliance with the provisions of the Community Renewal Tax Relief Act of 2000 (CRA ’00) for the period beginning January 1, 2001 through January 28, 2008; and

The Plan was operated in compliance with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) that became effective with respect to the Plan in 2002 and the Group Annuity Reserving Table (GAR 94) to comply with Revenue Ruling 2001-62 for the period beginning January 1, 2002 through September 18, 2014; and

The Plan was operated in compliance with the requirements of the Pension Protection Act of 2006 (PPA’ 06) for the period beginning January 1, 2006 through September 18, 2014; and

The Plan was operated in compliance with the provisions of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) for the period beginning January 1, 2008 through September 18, 2014; and

The Plan was operated in compliance with the provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART) for the period beginning January 1, 2010 through September 18, 2014.

By:____

Title: Mayor________________________ Date Signed:____________

ATTEST:

/s/____________________
Connie K. Keeling
City Clerk

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
Downtown Design Plan

SubCategory:	Discussion
Department Name:	DDA
Department Summary Recomendation:	Downtown Development Authority of Cartersville is working on a proposed Design Plan for downtown - specifically the four quadrants around the train depot (North & South Wall Street, Friendship Plaza and Founder's Oak). Carmine Fischetti with Department of Community Affairs Design Studio presented their recommendation, based on board/staff input, at an open meeting on Tuesday, Sept. 9. Since that time, DDA board has continued to review and discuss the plan. Attached is DCA suggested plan and minutes from a meeting the board held to discuss the plan. At the bottom of those minutes is a list of order the board is looking to accomplish/present their goals which are: 1) Have a covered pavilion built in Friendship Plaza 2) Re-do the parking/traffic flow on Wall Street and Museum Drive 3) Give Friendship Plaza a facelift (adding green space/taking down planters/adding new trees, etc.) 4) Founder’s Oak facelift (remove 1 row of parking; add green space; plant new Christmas tree; add electrical outlets; start adding items for the music park) 5) Wall Street Landscaping 6) Church Street Bridge Beautification Your feedback/input on additional ideas and recommendations is requested.
City Manager's Remarks:	This is an informational item relative to downtown planning and vision.
Financial/Budget Certification:	
Legal:	
Associated Information:	

DDA Called Board Meeting Minutes

October 21, 2014

Board Members Present: Nancy Jackson, Jill Mitchell, Earline Burke, Lara Jeanneret, Jim Ballew, Bill Chandler and Andy Bowen

Others Present: Dan Porta, Ron Goss, Jr., Louis Tonsmeire, Jr. and Tara Currier

Meeting was called to order by Tara Currier, who explained that the reason for this called meeting was for the board to review the proposed downtown Design Plan presented by the Department of Community Affairs Design Studio. Tara ran through the plan, focusing on each of four quadrants: Founder's Oak; Friendship Plaza; South Wall Street; and North Wall Street. In addition to reviewing the proposed changes provided by DCA, numerous photos of the quadrants in their current condition were shared.

Before discussing each quadrant in full detail, discussion on maintenance took place. It was suggested that Tara, Dan and Keith sit down to discuss who would be responsible for what, so that a budget could be created for ongoing maintenance of the downtown landscaping.

From there, each quadrant was looked at in further detail.

Founder's Oak: The plan presented included adding a lawn on either side of the existing fountain where parking spaces are currently. A total of 23 parking spaces would be lost. Earline asked how many spaces could be gained by removing the former dentist office between City Hall and the old Fire Station, and Dan said that approximately 17 could be added in the footprint of that office. Nancy suggested that by changing the layout of the entire parking lot, perhaps more spaces could be gained.
- By adding lawn to the areas on either side of the fountain, the existing parking closest to City Hall would be shifted east, with a small wall being added between the parking spaces and the lawn area. The parking would align with the parking on south Public Square.
- Because the current grassy medium between Public Square and the parking lot would be removed, it was suggested that two bump outs be added with new trees planted - one at the corner of Public Square and Cherokee Avenue, and one at the corner of Public Square and Church Street.
- As opposed to the splash pad which was proposed by DCA, board liked another suggestion of adding a Music Park. Various wooden/metal instruments that can accommodate all ages and skill levels could offer entertainment year-round. These instruments could be purchased over time, in phases, as money was allotted.
- Add a 'Christmas tree' close to Cherokee Avenue, as well as other trees proposed in the plan.

Friendship Plaza: Tara shared that while other monuments could most likely be moved to new locations, it is improbable that Friendship Monument could be moved due to the high expense and delicacy of the monument.
- Board would like to leave the trees on the east side of Friendship Plaza (closest to railroad).
- Board would like to remove the planter closest to Main Street, and cut all other planters down to street level, with benches added to the sides for seating. From there, expand the lawn area closer to Public Square, while leaving enough space for an ADA compliant brick sidewalk to be added.
- Where the planter was removed near Main Street, add trees at sidewalk level, with metal grate around.
- Much discussion took place on the covered pavilion in Friendship Plaza and where it should be positioned. Board liked the idea of placing it so that performers could choose to face the amphitheater or the lawn area.

North & South Wall Street: Looking at the long term, all brick planters should be removed and replaced with strategically placed trees (not directly in front of businesses) at sidewalk level. Trees should be surrounded by brick (ideally), or by a metal grate.
- In between the trees could be smaller (moveable) planters with various plants/flowers. These planters could be painted, or be ceramic, helping to add more color and art to downtown. Trees and planters should be closer to the parking lot, offering more space on the sidewalk for pedestrians and potential additional sidewalk cafes.
- The entire sidewalk should be bricked.
- Benches should be added near all the trees.
- A lengthy discussion on changing the parking layout and traffic flow along Wall Street and Museum Drive took place. It was suggested that Wall Street be made one-way, and that the openings of the parking lots that butt Cherokee Avenue be re-opened. Vehicles could enter Wall Street from Main Street, travel north on Wall Street, then either turn right onto Church Street, or turn south on Museum Drive would be one-way from Church Street to Main Street. By making Wall Street one-way traveling north, and Museum Drive one-way traveling south, 45-degree parking could be added on both sides of the travel lane which could add a significant amount of parking to this area. Tara is to speak with Public Works Director Tommy Sanders in the near future for his thoughts on this, and also get with the local GDOT office for feasibility of these changes.

After discussing all these changes, it was asked whether or not Carmine Fischetti with the DCA Design Studio could update his proposal to reflect the desires of the board. Tara explained that while the initial payment has already been made, board could vote to spend additional B.I.D. funds for an updated proposal. Andy made the motion in favor of this expense; Jim seconded; and all voted in favor. Once Tara is able to get feedback on the parking/traffic changes from Public Works, she will contact Carmine to update the proposal.

In regard to the changes on North and South Wall Street, Tara asked what should be done in regard to the requests being made to prune additional trees on Wall Street. Board would like to have all the trees on Wall Street pruned, but would like to wait until February, which is the ideal month to prune trees, based on what the arborist from Trees Unlimited said. This will also give a little time to make sure that the recently pruned tree, in front of It's About Time Boutique, does survive the aggressive pruning it endured.

Once all trees on Wall Street are pruned, which will be paid for out of B.I.D. money, board would like to see more planter boxes installed, like the ones recently completed by the Master Gardeners. Funds will need to be raised to cover the almost $500 per planter to do this work.

Bridge: Earline brought up the need to address the Church Street bridge in this plan. There is money in the 2014 SPLOST for bridge maintenance, but depending on what gets spent on the industrial park, there may not be funding left for the bridge. It would be possible to put something in the 2020 SPLOST for Church Street Bridge improvements.
- Discussion took place on what could be done to help beautify the bridge. It could be painted, painted a faux brick, or even have murals painted on columns. Discussion of murals being a hot topic took place, and it was suggested that maybe just the inside columns could be painted with murals, which are juried perhaps by Booth Museum artists. Could also brick the bottom of the columns.

After all discussion had taken place, board made their priority recommendation lists:
1) Have a covered pavilion built in Friendship Plaza
2) Re-do the parking/traffic flow on Wall Street and Museum Drive
3) Give Friendship Plaza a facelift (adding green space/taking down planters/new trees, etc.)

4) Founder's Oak facelift (remove 1 row of parking; add green space; plant new Christmas tree; add electrical outlets; start adding items for the music park)
5) Wall Street Landscaping
6) Church Street Bridge Beautification

In regard to these being the priority recommendations of the Downtown Development Authority of Cartersville Board, Jim made the motion to approve, Bill seconded, and all voted in favor.

In closing, Tara said she would speak with Tommy and Carmine and hope to have feedback by next board meeting. In regard to the pavilion in Friendship Plaza, Dan said he would work with Tara to get the RFP ready to be sent out. Earline asked if the City would pay for Trees Unlimited to prune the tree in front of the Pawn Shop which the arborist said is in danger of falling in the street. Dan said to move forward with the pruning and submit him the invoice for payment.

Meeting was adjourned at approximately 2 PM.

Cartersville Downtown Square Plan

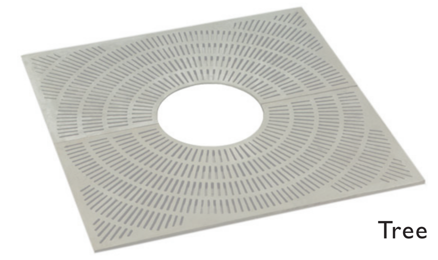
The goal of the Cartersville Downtown Square Plan is to enhance pedestrian, shopping and recreational experiences downtown. New tree plantings, vegetated swales, improved crosswalks, renovated park space, and a new splash playground will make downtown a destination for the community. Better pedestrian amenities, improved parking and additional greenspace areas will attract more visitors to the square and benefit local businesses and residents.

Plan Legend

1. New allee & plaza space (Friendship Plaza Monument and historic markers relocated)
2. Existing map mural
3. New benches (see "Seating Examples") to be placed at Friendship Plaza
4. New covered stage (35'x25')
5. Flag pole remains in current location and is flanked by two existing monuments
6. New greenspace
7. Existing fountain/plaza area
8. New labyrinth splash playground park
9. Movable seating
10. Adjusted angled parking
11. Redefined Crosswalks (Concrete with brick paver strips are a better choice for future sidewalks because they allow utility access and the concrete is less susceptible to buckling from roots)
12. Vegetated swale (assists in stormwater management)
13. New parking lot entrance and speed bump (crossing is raised to slow traffic on street)
14. Adjusted parking lot space (increases vegetative swale width spacing while still meeting parking lot standards
15. New large shade trees planted in concrete bump outs with tree grates (allow for placement of tall canopy trees that provide shade while not obstructing business storefronts)
16. New Christmas tree location - recommended species: Virginia Pine, Eastern Red Cedar, or 'Carolina Sapphire' Cypress

Tree Wells and Tree Grates

Tree wells should be a minimum of 6'x6'. An 8x8 tree well is preferable because larger tree wells allow for better root growth and they prevent roots from breaking up sidewalks. Any future street tree plantings should utilize tree grates to minimize soil compaction around the bases of street trees.

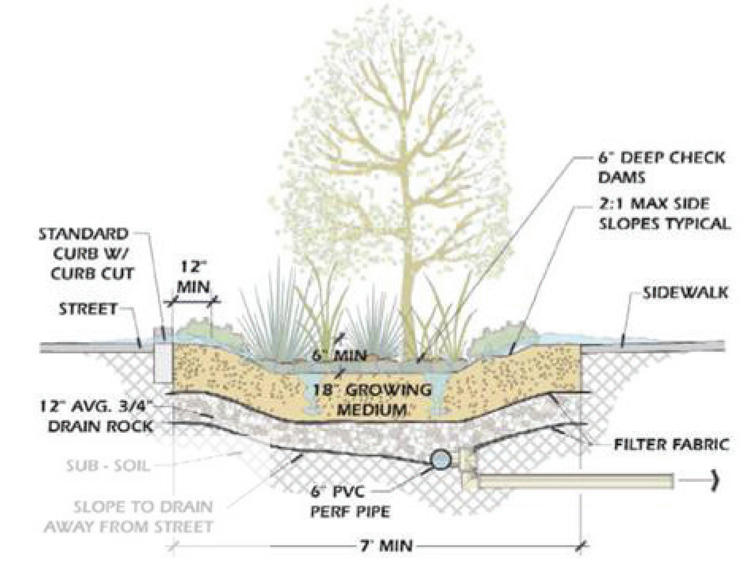


Tree Grate

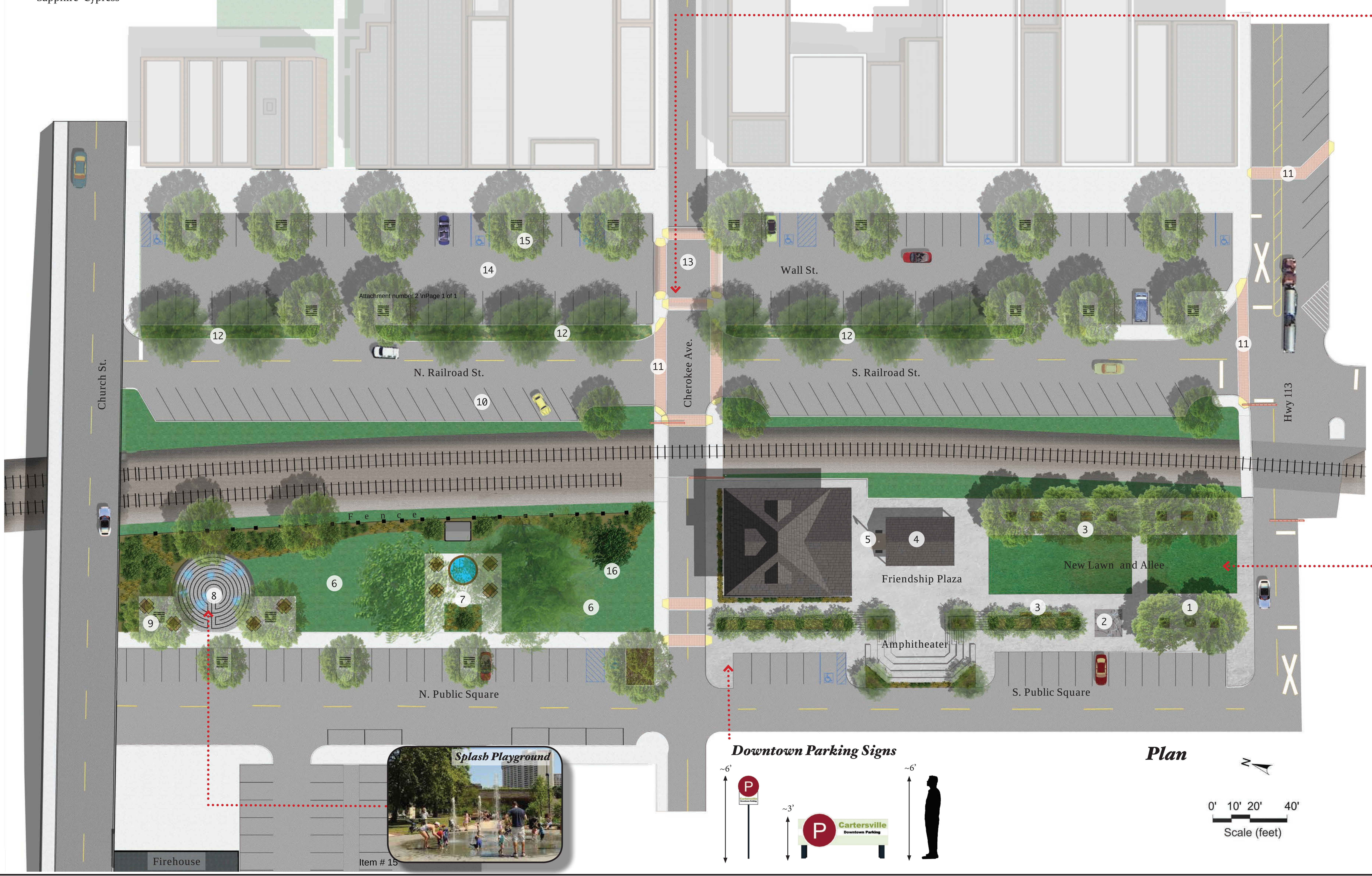
Tree Bump Out

Example of Planted Bump-out

Vegetated Swale Detail



City of Portland - Stormwater Management Manual

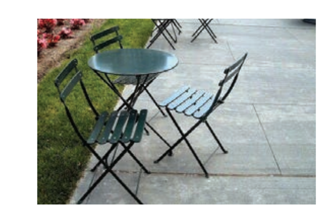


Item # 15

Seating Examples

Friendship Plaza Benches

Friendship Plaza Wall Mounted Benches



Moveable Seating For Splash Pad and Fountain Plaza Areas

Suggested Plant List

Trees:		**Notes:**
American Sycamore	*Platanus occidentalis*	wet soils (swale)
Bald cypress	*Taxodium distichum*	wet soils (swale)
Black gum	*Nyssa sylvatica*	Fall color / wet soils
Magnolia	*Magnolia grandiflora*	evergreen
Post oak	*Quercus stellata*	shade canopy tree
River birch	*Betula nigra*	wet soils (swale)
Sugar maple	*Acer saccharum*	Fall color
Shrubs:		
American beautyberry	*Callicarpa americana*	purple berries in Fall
Sweet pepperbush	*Clethra alnifolia*	tolerates wet soils
Virginia sweetspire	*Itea virginica*	tolerates wet soils
Wax myrtle	*Myrica cerifera*	tolerates wet soils
Yellow azalea	*Rhododendron austrinum*	partial shade
Yaupon holly	*Ilex vomitoria*	tolerates wet soils
Perennials:		
Barbra's buttons	*Marshallia graminifolia*	wet soils (swale)
Black-eyed Susan	*Rudbeckia fulgida*	tolerates wet soils
Cattail gayfeather	*Liatris pycnostachya*	wet soils
Copper iris	*Iris fulva*	wet soils (swale)
Ornamental Grasses:		
Inland seaoats	*Chasmanthium latifolium*	wet soils
Pink muhly	*Muhlenbergia capillaris*	tolerates wet soils
Switchgrass	*Panicum virgatum*	tolerates wet soils

Downtown Parking Signs

Plan

0' 10' 20' 40'

Scale (feet)

Prepared by:
Main Street Georgia Program
Downtown Design Studio
Georgia Department of Community Affairs
Office of Downtown Development

NOT FOR CONSTRUCTION CONCEPTUAL USE ONLY

Date: 8/11/2014
Drawn by: NM, GM
Checked by: CF
Revisions:

City of Cartersville

City Council Meeting
12/18/2014 7:00:00 PM
October 2014

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached is the October 2014 financial report along with the supplemental financial information and the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present this information Thursday night.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 16

MONTHLY SUMMARY

As of October 31, 2014

	FY 2013 - 14 MONTH OF October-13	FY 2014 - 15 MONTH OF October-14	FY 2013 - 14 Year to Date October-13	FY 2014 - 15 Year to Date October-14	100.00% OF BUDGET (Year to Date)
GENERAL FUND *excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures*					
REVENUE	$3,897,466	$4,098,574	$8,312,462	$8,805,403	36.41%
EXPENDITURE	$2,688,538	$3,828,728	$7,609,321	$9,010,211	37.25%
Gen. Fund Net Profit (Loss)	**$1,208,928**	**$269,846**	**$703,141**	**($204,808)**	
WATER & SEWER					
REVENUE	$1,162,995	$1,330,534	$4,863,918	$5,481,489	35.66%
EXPENDITURE	$1,212,716	$1,393,369	$4,734,569	$4,921,722	32.01%
Wtr. & Swr. Fund Net Profit (Loss)	**($49,721)**	**($62,835)**	**$129,349**	**$559,767**	
GAS					
REVENUE	$1,282,303	$1,357,276	$5,167,578	$5,351,326	19.99%
EXPENDITURES	$1,630,264	$1,861,961	$6,291,543	$7,240,706	27.05%
Gas Fund Net Profit (Loss)	**($347,961)**	**($504,685)**	**($1,123,965)**	**($1,889,380)**	
ELECTRIC					
REVENUE	$3,650,694	$4,077,943	$16,071,865	$17,386,865	35.46%
EXPENDITURES	$3,770,464	$3,925,569	$15,663,918	$16,587,434	33.83%
Electric Fund Net Profit (Loss)	**($119,770)**	**$152,374**	**$407,947**	**$799,431**	
STORMWATER					
REVENUE	$119,267	$109,830	$477,683	$438,244	26.64%
EXPENDITURE	$92,629	$129,845	$370,038	$382,253	23.24%
Stormwater Fund Net Profit (Loss)	**$26,638**	**($20,015)**	**$107,645**	**$55,991**	
SOLID WASTE					
REVENUE	$176,682	$186,328	$711,086	$729,277	29.79%
EXPENDITURE	$195,632	$160,938	$708,854	$652,778	26.66%
Solid Waste Fund Net Profit (Loss)	**($18,950)**	**$25,390**	**$2,232**	**$76,499**	
FIBER OPTICS					
REVENUE	$139,976	$147,143	$582,552	$606,404	32.96%
EXPENDITURE	$131,539	$143,767	$469,411	$503,283	27.35%
Fiber Fund Net Profit (Loss)	**$8,437**	**$3,376**	**$113,141**	**$103,121**	

	Description	Through 10-31-14	FY 2015 Budget	% of Monthly Totals to Budget
General Fund	**Total Revenues**	**$8,805,403**	**$24,185,370**	**36.41%**
	GO Bond Proceeds from School	$1,261,100	$1,477,500	85.35%
	Property Taxes-City Portion Only	$288,748	$7,329,320	3.94%
	Local Option Sales Tax (LOST)	$1,345,088	$3,549,240	37.90%
	Other Taxes	$2,860,410	$5,105,690	56.02%
	Building Permit & Inspection Fees	$48,877	$105,000	46.55%
	Fines and Forfeitures	$212,867	$800,000	26.61%
	Operating Transfers In-City Utilities	$1,431,505	$4,191,560	34.15%
	Other Revenues	$1,356,808	$1,627,060	83.39%
	Total Expenditures	**$9,010,211**	**$24,185,370**	**37.25%**
	Personnel Expenses	$5,231,683	$15,042,030	34.78%
	Operating Expenses	$2,224,075	$5,687,565	39.10%
	Capital Expenses	$65,503	$1,544,600	4.24%
	GO Bond Proceeds from School	$1,261,100	$1,455,475	86.65%
	Debt Pymt - JDA/CBA	$0	$0	#DIV/0!
	Library Appropriations	$227,850	$455,700	50.00%
Water & Sewer Fund	**Total Revenues**	**$5,481,489**	**$15,373,335**	**35.66%**
	Water Sales	$3,382,942	$8,738,000	38.72%
	Sewer Sales	$1,902,229	$5,164,500	36.83%
	Bond Proceeds	$0	$0	#DIV/0!
	Prior Year Bond Proceeds	$0	$720,835	0.00%
	Prior Year Capacity Fees	$0	$240,000	0.00%
	Other Revenues	$196,318	$510,000	38.49%
	Total Expenditures	**$4,921,722**	**$15,373,335**	**32.01%**
	Personnel Expenses	$1,141,871	$3,297,270	34.63%
	Operating Expenses	$1,048,710	$3,280,650	31.97%
	Capital Expenses	$552,593	$2,659,700	20.78%
	Transfer To General Fund	$835,856	$2,507,570	33.33%
	Debt Payments	$1,342,692	$3,628,145	37.01%
Gas Fund	**Total Revenues**	**$5,351,326**	**$26,770,995**	**19.99%**
	Gas Sales	$4,848,839	$24,240,945	20.00%
	Gas Commodity Charge	$402,190	$1,245,000	32.30%
	Bond Proceeds	$0	$600,000	0.00%
	Proceeds from Capital Leases	$0	$25,050	0.00%
	Other Revenues	$100,297	$660,000	15.20%
	Total Expenses	**$7,240,706**	**$26,770,995**	**27.05%**
	Personnel Expenses	$608,732	$1,895,055	32.12%
	Operating Expenses	$204,389	$924,615	22.11%
	Purchase of Natural Gas	$5,171,618	$19,119,800	27.05%
	Transfer to General Fund	$1,174,940	$3,524,825	33.33%
	Capital Expenses	$81,027	$1,306,700	6.20%

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	Description	Through 10-31-14	FY 2015 Budget	% of Monthly Totals to Budget
Electric Fund	**Total Revenues**	**$17,386,865**	**$49,027,080**	**35.46%**
	Electric Sales	$16,928,830	$47,723,090	35.47%
	Other Revenues	$458,035	$1,303,990	35.13%
	Total Expenses	**$16,587,434**	**$49,027,080**	**33.83%**
	Personnel Expenses	$751,543	$2,193,005	34.27%
	Operating Expenses	$427,645	$1,349,175	31.70%
	Purchase of Electrcity	$14,397,944	$42,022,965	34.26%
	Capital Expenses	$50,090	$581,295	8.62%
	Transfer to General Fund	$960,212	$2,880,640	33.33%
Stormwater Fund	**Total Revenues**	**$438,244**	**$1,645,065**	**26.64%**
	Stormwater Revenues	$432,892	$1,310,500	33.03%
	Mitigation Grant Revenue	$0	$0	#DIV/0!
	Other Revenues	$5,352	$12,565	42.59%
	Proceeds from Capital Leases	$0	$122,000	0.00%
	Prior Year Carryover	$0	$200,000	0.00%
	Stormwater Improvement Funds	$0	$0	#DIV/0!
	Total Expenses	**$382,253**	**$1,645,065**	**23.24%**
	Personnel Expenses	$187,909	$651,235	28.85%
	Operating Expenses	$190,826	$541,830	35.22%
	Capital Expenses	$3,518	$452,000	0.78%
Solid Waste Fund	**Total Revenues**	**$729,277**	**$2,448,375**	**29.79%**
	Refuse Collections Revenues	$706,289	$2,158,175	32.73%
	Other Revenues	$22,988	$50,200	45.79%
	Proceeds From Capital Leases	$0	$240,000	0.00%
	Total Expenses	**$652,778**	**$2,448,375**	**26.66%**
	Personnel Expenses	$357,436	$1,088,660	32.83%
	Operating Expenses	$295,342	$1,119,715	26.38%
	Capital Expenses	$0	$240,000	0.00%
Fiber Optics Fund	**Total Revenues**	**$606,404**	**$1,839,960**	**32.96%**
	Fiber Optics Revenues	$538,978	$1,730,215	31.15%
	GIS Revenues	$35,300	$104,000	33.94%
	Other Revenues	$32,126	$5,745	559.20%
	Total Expenses	**$503,283**	**$1,839,960**	**27.35%**
	Personnel Expenses	$218,329	$636,970	34.28%
	Operating Expenses	$183,494	$748,640	24.51%
	MEAG Telecom Statewide Pymt	$76,112	$228,335	0.00%
	Debt Payment to Electric Dept		$83,015	0.00%
	Capital Expenses	$25,348	$143,000	17.73%

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Cash Position	6/30/14	7/31/14	8/31/14	9/30/14	10/31/14	11/31/14	12/31/14
Total Unrestricted Cash Balance	**$9,169,895.21**	**$6,963,150.96**	**$7,977,227.52**	**$9,858,073.71**	**$9,914,677.66**		
Total Restricted Cash Balance	**$58,246,278.70**	**$56,814,690.09**	**$57,701,601.77**	**$54,856,911.47**	**$55,388,172.78**		

Cash Position		1/31/15	2/28/15	3/31/15	4/30/15	5/31/15	6/30/15
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of October 2014:
The unrestricted cash increased as a result of a slight increase in property tax revenue in the general fund.
The restricted cash increased increased revenue in the Federal DEA Fund along with the increase in the pension plan assets due to the market increasing.