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 – 3/6/2014
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. February 20, 2014 (Pages 1-7)

Attachments

B. Appointments

1. DDA Board Appointments (Pages 8-11)

Attachments

C. Resolutions

1. Time Change for Civic Youth Day April 3, 2014 (Pages 12-13)

Attachments

D. Contracts/Agreements

1. Change in Automated Fingerprint Service Provider (Pages 14-16)

Attachments

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2. Utility Relocation Agreement - Georgia Power (Pages 17-23)

Attachments

E. Bid Award/Purchases

1. Bartow-Cartersville Second Joint Development Authority Invoice (Pages 24-25)

Attachments

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2. Gas Department Backhoe (Pages 26-28)

   Attachments

F. Other

1. Memorandum of Understanding for Aquafil Expansion (Pages 29-41)

   Attachments

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2. Visioning Session Summary (Pages 42-47)

   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
3/6/2014 7:00:00 PM
February 20, 2014

SubCategory:	Council Meeting Minutes
Department Name:	
Department Summary Recomendation:	Attached are the minutes for your review and approval
City Manager's Remarks:	The February 20th minutes are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
February 20, 2014
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; 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 and Dianne Tate, Council Member Ward Five were absent.

II. Regular Agenda

A. Council Meeting Minutes

1. February 6, 2014

A motion to approve the February 6, 2014 City Council Meeting Minutes as presented was made by Council Member Stepp and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

B. Resolutions

1. Annual Adoption of CIE in accordance with the impact fee requirements

Richard Osborne, City Planner stated that this is the annual update and resolution the City is required to file to the Capital Improvements Element of the Comprehensive Plan and recommended approval.

A motion to approve the update and Resolution No. 02-14 was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Resolution No. 02-14

ADOPTION RESOLUTION
Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 7, 2013 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herein as Exhibit "A" as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED this the 20th day of February 2014.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

C. Other

1. Quit Claim Deed 19 Magnolia Drive

Richard Osborne, City Planner stated the current property owner of 19 Magnolia has requested that the City release the $10,000 lien that is part of the first-time homebuyer program. Mr. Osborne stated that the property owner will be repaying the City at closing for one year since the forgivable loan period has not yet been reached. Mr. Osborne recommended approval.

A motion to approve the lien release was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. GA DOT Utility Certification Letter – Leake Mounds – Etowah RiverWalk Link

Greg Anderson, Parks and Recreation Director stated that this is a letter to the Georgia Department of Transportation for utility certification on the Leake Mounds – Etowah RiverWalk Link trail and recommended approval of the Mayors signature on the document.

A motion to approve the Mayors signature on the GA DOT Utility Certification Letter was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

D. Bid Award/Purchases

1. Canoe/Kayak Launch at Leake Mounds

Greg Anderson, Parks and Recreation Director stated that bids were requested for the construction of a Georgia Department of Natural Resources grant project titled Etowah River "Blue Trail" at Leake Mounds. The canoe/kayak launch will be located off State Highway 113/61, adjacent to the E.R. Bates Bridge. Mr. Anderson stated that since this project began in November 2010 the city has received $80,000 in grant money from the GA DNR; received a cash donation from the Coosa River Basin Initiative for $3,400 and a commitment from Bartow County Public Works for a Track Hoe and operator. Mr. Anderson stated that he and Southland Engineering had negotiated with the low bidder to an amount that would work within the Parks and Recreation budget and recommended approval for the mayor to sign all documents associated with this project and the low bid from CDB Construction in the amount of $89,150.00.

A motion to approve the low bid from CDB Construction as well as approval for the Mayor to sign all documents associated with this project was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 4-0

E. Grant Application/Acceptance

1. GDOT Gateway Grant Application

Tommy Sanders, Public Works Director stated that this is an application for a $50,000 Gateway Landscaping Grant from the Georgia Department of Transportation. Mr. Sanders stated that no local match is required for this grant and if awarded it would be used to further improve the Main Street at I-75 Interchange. Mr. Sanders recommended approval of the application and resolution as well as approval of the Mayors signature on any documents related to this grant.

A motion to approve of the grant application, Resolution No. 03-14 and the Mayors signature on any documents related to the grant was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

Resolution No. 03-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CARTERSVILLE AUTHORIZING THE CITY TO APPLY FOR AND ACCEPT A GATEway GRANT. UPON AWARD OF THE GRANT, THE CITY SHALL ENTER INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Mayor and City Council of the City of Cartersville beautify and improve various rights of way by landscaping within the City of Cartersville; and

WHEREAS, the Mayor and City Council of the City of Cartersville wish to authorize the Public Works Department to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between the City of Cartersville and the Georgia Department of Transportation.

NOW THERE, BE IT RESOLVED by the Mayor and City Council of the City of Cartersville

Section 1. The Mayor and City Council of the City of Cartersville hereby authorize the Public Works Department to apply for a GATEway Grant. Upon award of the grant, the City of Cartersville shall enter into a Mowing and Maintenance Agreement between the City of Cartersville and the Georgia Department of Transportation.

Section 2. The City Clerk of the City of Cartersville is hereby directed to send copies of this resolution to the Department of Transportation and all other persons as directed by the Mayor and City Council of the City of Cartersville.

APPROVED AND ADOPTED by the Mayor and City Council of the City of Cartersville at the regular meeting assembled this the twentieth day of February 2014.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

*** This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Maintenance Agreement for the roadside enhancement site.**

F. Change Order

1. Change Order #1 – Etowah Drive 12" Water Main Replacement

Bob Jones, Water Department Superintendent stated that council had approved the Etowah Drive 12 inch Water Main Replacement contract in the amount of $1,295,319.98 on September 5, 2013 however due to field conditions and an error in the original bid specification, an increase of $21,106.66 is requested. Mr. Jones stated that the original bid was written to allow "leaded" brass but as of January 4, 2014 brass with a lead content of >0.25% is not allowed to be installed in potable water systems. Also the bid specification omitted a pay item of 1" copper tubing which is required on all dual meter settings by City code. Mr. Jones further stated that to preserve the root system of several very large/old trees near the new main would require boring approximately 120 feet. Mr. Jones recommended approval of this change order for a total project cost to $1,316,426.64.

A motion to approve the change order was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

G. Contracts/Agreements

1. Paint and Refurbish Exterior of City Administration Building

Sam Grove, City Manager stated that the city had received quotes to repaint/caulk/and re-glaze the windows and repaint the exterior trim at the City Manager's building. Mr. Grove recommended approval of Edwards Paint Contractors for an amount not to exceed $5,625.00.

A motion to approve the bid from Edwards Paint Contractors for an amount not to exceed $5,625.00 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

2. Blackboard Connect

San Grove, City Manager stated that the Blackboard Connect program is continually used to keep the public informed of city events, parks and recreation information, road closures and much more. Mr. Grove stated that it has proven to be a successful medium and recommended approval of this modified agreement in the amount of $14,486.00.

A motion to approve the contract as presented was made by Council Member Pruitt and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

H. Monthly Financial Statement

1. December 2013

Mr. Tom Rhinehart, Finance Director, presented the December 2013 monthly financial statement with comparisons from the previous year of December 2012 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through December 2013.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 4-0

Meeting Adjourned

/s/ ______________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ ______________________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
DDA Board Appointments

SubCategory:	Appointments
Department Name:	DDA
Department Summary Recomendation:	The Cartersville Downtown Development Authority Board of Directors respectfully requests the reappointment of Earline Burke, who replaced the resignation of Billy Archer in October 2012, and whose term expired February 18, 2014. Earline currently serves as the Design Chair for downtown, and has been instrumental in updating our sign and façade grant application and guidelines, and working towards additional landscaping and pedestrian improvements for downtown. The board would also like to request the appointment of Bill Chandler, Financial Advisor with Edward Jones and downtown property owner, to replace Saunders Jones, III, who resigned in December and whose term was to expire February 18, 2016. Additionally, the board requests the appointment of Jim Ballew, owner of The Olive Branch Boutique and Meg Pie, to replace Abbey Agan-Ross whose term expired on February 18, 2014. A special thank you to Saunders and Abbey for their leadership and work over the past several years in helping to bring the DDA and Main Street Program to where it is today. Earline, Bill and Jim all bring unique work experiences and skill sets which will be instrumental in the continued success of the DDA and Main Street Program. Your approval of these three recommendations is requested.
City Manager's Remarks:	Your approval of the appointments listed above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Item # 2

DDA Application

1. Name: Bill Chandler

2. Are you a resident of the city of Cartersville? yes

3. Address: 10 Mossy Rock Lane SW
City, County, Zip Cartersville, GA 30120

4. Phone: (Day) 770-386-4545 (Evening) 770-597-7601 (Cell) 770-597-7601

5. Email: Bill.Chandler@edwardjones.com

6. How long have you have been a resident in the city of Cartersville?: 15 years County?: 30 years

7. Are you a licensed business owner in the city of Cartersville? yes

8. Business Name: Edward Jones

9. Business Address: 31 South Public Square

10. How long has the business been licensed by the city? 15

11. Where are you currently employed? What is your current position? How long have you been with this company? *(A resume may be attached to provide further professional information)*

I have been a Financial Advisor with Edward Jones for 15 years.

12. Either in the space below or on an attachment, please list any special skills or experience that you feel would be strengths for the Downtown Development Authority. *(Professional experience, previous Board experience, volunteerism, personality characteristics, etc.)*

as a Financial Advisor have good grasp of economics, have been on 2 previous Boards, president of Both (Red Cross & Cartersville Country Club) & owning property downtown have vested interest

13. In the space below or on a separate attachment, please list your "vision" for the future of downtown Cartersville, and how you think Cartersville could work towards these goals. How can you help this process?

I would be thrilled to help drive downtown Cartersville as a premier destination for business, shopping, & tourism.

I have read and fully understand this application for the DDA Board. I am willing to make a Board level commitment to the revitalization of Downtown Cartersville. I understand that the DDA will determine policy issues and that the Director of Downtown Development will serve in administrative capacities.

Bill Chandler
Signature

2/7/11
Date

Please complete and return to Cartersville DDA, Attn: Tara Currier
1 Friendship Plaza, Cartersville, GA 30120 – tcurrier@downtowncartersville.org – 770.607.3690(fax) – 770.607.3576(direct)

DDA Application

1. Name: JAMES BALLEW

2. Are you a resident of the city of Cartersville? NO

3. Address: 31 Mt PLEASANT Rd.
City, County, Zip FAIR MOUNT GA. 30139

4. Phone: (Day) 404-456-2790 (Evening)______ (Cell) 404-456-2790

5. Email: JEBALLEW@LIVE.COM

6. How long have you have been a resident in the city of Cartersville?: ___ County?: 5 YEARS

7. Are you a licensed business owner in the city of Cartersville? Yes

8. Business Name: OLIVE BRANCH / MEG Pie

9. Business Address: 18 S. WALL ST.

10. How long has the business been licensed by the city? 1 MONTH – 2 YRS.

11. Where are you currently employed? What is your current position? How long have you been with this company? *(A resume may be attached to provide further professional information)*

Retired

12. Either in the space below or on an attachment, please list any special skills or experience that you feel would be strengths for the Downtown Development Authority. *(Professional experience, previous Board experience, volunteerism, personality characteristics, etc.)*

MANAGEMENT for 30 YRS., OWNED different businesses

PLANNING And ZONING Committe EMERSON, GA

13. In the space below or on a separate attachment, please list your "vision" for the future of downtown Cartersville, and how you think Cartersville could work towards these goals. How can you help this process?

I have read and fully understand this application for the DDA Board. I am willing to make a Board level commitment to the revitalization of Downtown Cartersville. I understand that the DDA will determine policy issues and that the Director of Downtown Development will serve in administrative capacities.

James E Ballew — 2/6/14

Signature — Date

Please complete and return to Cartersville DDA, Attn: Tara Currier
1 Friendship Plaza, Cartersville, GA 30120 – tcurrier@downtowncartersville.org – 770.607.3690(fax) – 770.607.3576(direct)

Jim Ballew's Vision for Downtown:

My vision as owner of two businesses is to rally around the other businesses to try to get life back into what is now a pretty vibrant downtown; you are doing a great job but I think you need troops behind you to help inspire and motivate others to get more involved in drawing new visitors and repeat customers to our town. We have so much to offer, history, unique shops, great restaurants, theater. I am willing to support and work to make Cartersville a great destination.   Jim

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Time Change for Civic Youth Day April 3, 2014

SubCategory:	Resolutions
Department Name:	
Department Summary Recomendation:	This is an annual occurance allowing the City Council to accommodate Civic Youth Day. This year Civic Youth Day is scheduled for April 3, 2014 so the time of the meeting is changed from 7 PM to 9 AM.
City Manager's Remarks:	Your approval fo the time change listed above is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

WHEREAS, The Mayor and City Council has determined that it is in the best interest of the City of Cartersville and it's inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 3rd day of April, 2014 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 3rd day of April, 2014 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this March 6, 2014

/s/ _________________________
Matthew J. Santini
Mayor

ATTEST:
/s/ _________________________
Connie Keeling
City Clerk

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Change in Automated Fingerprint Service Provider

SubCategory:	Contracts/Agreements
Department Name:	Police
Department Summary Recomendation:	TO: Sam Grove, City Manager FROM: Thomas N. Culpepper, Chief of Police DATE: Matrch 6, 2014 SUBJECT: Change in Automated Fingerprint (AFIS) service provider Currently the Police Department is connected to the Automated Fingerprint Identification System via a third party vendor, Cross Match Technologies, and AT&T router. This connection is arranged through the Georgia Technology Authority. As is often the case, software changes and this is our dilemma. Presently Windows XP is set to expire meaning that Windows will not push out any support for that product. The AFIS is a windows based environment. Our Current vendor does not have a solution for the gap that will occur and cannot provide us with an estimate of when that shortfall will be resolved. As the AFIS is critical to our function, I have consulted with our IT specialist, T.J. Leffew and have identified another vendor that can serve our needs. This vendor is Eagle Advantage Solutions Inc. There recurring annual support fee is less than Cross Match @ $1425.00 v. $2060.80, with no router fee ($500 per month) paid to the GTA. The first year cost to change to this vendor would be $5524.00 which includes installation and first year support. Additionally our present hardware is compatible with the new software. This project may be funded through asset forfeiture, as a permissible expense, under the federal guidelines. The present contract with Cross Match is due to expire on April 1, 2014, and I therefore request your approval to authorize the Police department to change AFIS vendors.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is an unbudgeted item and will be paid for using the asset forfeiture fund.

Cover Memo
Item # 4

Legal:	
Associated Information:	

Eagle Advantage Solutions, Inc.
133 Parkwood Circle
Carrollton, GA 30117
Toll Free: 1-800-223-4773
Local: 770-834-5283
Fax: 770-834-5284

EAGLE ADVANTAGE SOLUTIONS, INC.

Quote #: 022614JO1200

Agency: Cartersville Police Department
State: GA
Date: 02/26/2014

Product	Description		Qty	Unit Price	Extended
EAGLE-PRINT-SOFTWARE	Eagle*Print Software - acquires 10 flat prints, rolled prints with Georgia customization. Includes: Eagle*Print Software ^ Software will be installed on existing Cross Match Guardian 10-Print Scanner System		1	$ 2,000.00	$ 2,000.00
EAGLE-PRINT-FOOT PEDAL	Foot Pedal Assembly for use with Cross Match Guardian Scanner		1	$ 230.00	$ 230.00
CROSSMATCH - LIC	Guardian Master License / Aware License		1	$ 1,069.00	$ 1,069.00
EAS-SUPPORT	First-year support / PHONE ONLY	Year	1	$ 850.00	$ 850.00
IPS	IPS - State Connection	Year	1	$ 575.00	$ 575.00
TRAINING-INSTALL	Training and Installation (Up to 10 people per class) * NOTE: ^ Phone Support Only ^ Agency to provide all hardware. ^ First-year support due at installation. ^ Hourly rate for onsite support is $250.00 with one hour minimum. ^ Dell Service Tag for current computer is JCGP5V1 ^ Quote valid for 30 days	Day	1	$ 800.00	$ 800.00

Total Estimated Amount Due	$ 5,524.00
Future annual support obligation <u>without</u> hardware replacement including IPS (Level 1):	$ 1,425.00

Purchase Order#

Signature

Print Name & Title

Date

Required Information

Bill to Information:	Ship to Information:
Agency Name	*Agency Name*
Agency Address	*Agency Address*
Agency Contact Information	*Agency Contact Information*
Name	Name
Phone	Phone
Email	Email

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Utility Relocation Agreement - Georgia Power

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recomendation:	I recommend this agreement w/ Georgia Power on relocating transmission line pole(s) guy wires that will be in conflict with the proposed Leake Mound-Etowah RiverWalk Link. Agreement is in amount of $15,003.00 Of note, Georgia Power (local) has agreed to move pole guy wires on the distribution line at no-charge for this project. Southland Engineering and city attorney have reviewed this agreement.
City Manager's Remarks:	Clarification is needed as to when this funding will be due and what the source of it is.
Financial/Budget Certification:	This is not a budgeted item.
Legal:	
Associated Information:	

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **LEAKE MOUNDS TRAIL**
GDOT PROJECT NUMBER: **0008067**

THIS AGREEMENT is made and entered into as of the ____day of ____________, 2012, by and between **THE CITY OF CARTERSVILLE**, State of Georgia (hereinafter referred to as the "City"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either City or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, City has undertaken that certain project identified as Leake Mounds Trail (hereinafter called the "Project"). In connection therewith, City has requested that Company remove, relocate, or make certain adjustments to Company's existing facilities to facilitate City's completion of the Project;

WHEREAS, City has agreed to make payment to Company for such adjustments to its facilities, and Company has agreed to adjust its facilities, on the terms and conditions set forth in this Agreement; and

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

Section 1. WORK AND PAYMENT.

1.1 Company Facilities.

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its facilities in accordance with the scope of work and estimate (the "Estimate") attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way.

Prior to Company commencing the Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 **Traffic Control.**

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

1.4 **Payment.**

Upon completion by Company of the Work, City will promptly pay Company a sum equal to the lesser of: (a) **FIFTEEN THOUSAND THREE AND NO/100 DOLLARS ($15,003.00);** or (b) Company's actual total costs for completing the Work.

1.5 **Progress Payments.**

If Company chooses to submit invoices for progress payments, City will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Work, Company shall submit a final bill to City and City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the City.

1.6 **Change in Scope.**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) City's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 2. AUDIT.

At any time within thirty-six (36) months after the date of final payment, City, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable City to test the accuracy of the invoices to which the audit pertains, provided that City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from City (based on the mutually agreed upon audit results), City may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and City. City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 3. CONDITIONS.

Company shall have no obligation to commence the Work until Company and City have reached agreement on the adjustments to Company's facilities made necessary by the Project, and Company has commenced such adjustments. Further, Company shall have no obligation to commence the Work unless City has authorized commencement of the Work prior to April 1, 2014. Finally, in the event City fails to execute and return this Agreement to Company before September 1,2014, this Agreement shall be void and of no effect whatsoever.

Section 4. CITY AS PARTY.

City represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

Section 5. MISCELLANEOUS PROVISIONS.

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered as of the date set forth above.

CITY:

THE CITY OF CARTERSVILLE, STATE OF GEORGIA

____
WITNESS

By:_________________________(SEAL)
Name:______________________________
Title:______________________________

____
NOTARY PUBLIC

(SEAL)

Attest:______________________(SEAL)
Name:______________________________
Title:______________________________

Approved as to Form by:

____
CITY ATTORNEY

COMPANY:

GEORGIA POWER COMPANY

____
WITNESS

By:______________________________
Name:______________________________
Title:______________________________

____
NOTARY PUBLIC

(SEAL)

(SEAL)

EXHIBIT A

TMCRET40 GEORGIA POWER COMPANY Date: 01/21/2014
Page: 1 of 2 **ESTIMATED COST BY RETIREMENT UNITS** Time: 04:18:08PM
Project Item: 1513001 Version: Current
PE: 6055 PE Item: H7 Work Order:
Type Work: MODIFICATION Schd Const Finish Date: 05/07/2014
Facility Name: CARTERSVILLE 183592 - CARTERSVILLE #8 46 KV Originator: EVERITT, DE
Nearest Town: CARTERSVILLE
Description:
Relocate guys on structures 17 and 23 that are in conflict with City of Cartersville's Leak Mound Trail project.

Discipline / Retirement Unit	UM	Quantity	Material	Labor	Equipment	Total
PLANT ADDITIONS						
CONSTRUCTION (Estimator: EVERITT, DE)						
ANCHOR GUY	EA	5	493	847	271	1,611
GUYS, FIXTURES AND GUYS	LT	1	520	310	100	930
	Discipline Total		**1,013**	**1,157**	**371**	**2,541**
ENGINEERING (Estimator: EVERITT, DE)						
DIRECT ENGINEERING	LT	1	0	1,410	42	1,452
	Discipline Total		**0**	**1,410**	**42**	**1,452**
LAND (Estimator: EVERITT, DE)						
DIRECT ENGINEERING	LT	1	0	592	18	610
TRANS, MEALS, ETC.	LT	1	86	1,202	36	1,324
	Discipline Total		**86**	**1,794**	**54**	**1,934**
PLAN & PROJ (Estimator: EVERITT, DE)						
DIRECT ENGINEERING	LT	1	0	334	10	344
	Discipline Total		**0**	**334**	**10**	**344**
RIGHT OF WAY (Estimator: EVERITT, DE)						
ROW:CREW SUPPORT	LT	1	0	4,243	127	4,370
	Discipline Total		**0**	**4,243**	**127**	**4,370**
Sub-Total Additions			**1,099**	**8,938**	**604**	**10,641**
PLANT TRANSFER ADDITIONS						
	Discipline Total		**0**	**0**	**0**	**0**
Sub-Total Plant Transfer Additions			**0**	**0**	**0**	**0**
TOTAL PLANT ADDITIONS WITHOUT OVERHEADS			**1,099**	**8,938**	**604**	**10,641**
PLANT REMOVALS						
CONSTRUCTION (Estimator: EVERITT, DE)						
ANCHOR GUY	EA	6	0	400	128	528
	Discipline Total		**0**	**400**	**128**	**528**
Sub-Total Removals			**0**	**400**	**128**	**528**
PLANT TRANSFER REMOVALS						
	Discipline Total		**0**	**0**	**0**	**0**
Sub-Total Plant Transfer Removals			**0**	**0**	**0**	**0**
TOTAL PLANT REMOVALS WITHOUT OVERHEADS				**400**	**128**	**528**
MAINTENANCE						
	Discipline Total		**0**	**0**	**0**	**0**
TOTAL MAINTENANCE			**0**	**0**	**0**	**0**

TMCRET40
Page: 2 of 2
Project Item: 1513001 Version: Current
PE: 6055 PE Item: H7
Type Work: MODIFICATION
Facility Name: CARTERSVILLE 183592 - CARTERSVILLE #8 46 KV
Nearest Town: CARTERSVILLE

GEORGIA POWER COMPANY
ESTIMATED COST BY RETIREMENT UNITS

Date: 01/21/2014
Time: 04:18:08PM

Work Order:
Schd Const Finish Date: 05/07/2014
Originator: EVERITT, DE

ESTIMATE SUMMARY TOTALS

Plant Additions (Labor, Matl, Eqp)		10,641
Overheads		3,692
	Total Plant Additions	**14,333**
Plant Removals (Labor, Matl, Eqp)		528
Overheads		142
	Total Plant Removals	**670**
Plant Transfer Additions (Material Only)		0
Plant Salvage		0
Total PI CIAC		0
	Total Cash Required	**15,003**
	Total Maintenance Cost	**0**
Original Cost Retired		4,956
Plant Transfer Removal (Material)		0

*** End of Report ***

Item # 5

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Bartow-Cartersville Second Joint Development Authority Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Finance
Department Summary Recomendation:	In 2011, the Bartow-Cartersville Second Joint Development Authority was created by the City and County to act as a conduit for the land debt service on the industrial park. Operational funding for the Second JDA is joint with the City and County. The Council authorized a payment for the calendar year 2013 expenses of the Second JDA back in October of 2013. The calendar year 2014 expenses have begun to accrue and the Second JDA has sent an invoice for $7,000 (the same amount for as the 2013 expenses). While talking to Melinda Lemmon regarding the invoice, she mentioned that there may be a possibility that the insurance paid by the Second JDA may be covered by the policy the first JDA has in effect. The attorneys are trying to get a final answer on this. If they find that the insurance policy is not needed to be purchased by the Second JDA, the next calendar year's invoice will reflect a lesser amount. I recommend approval to pay the attached invoice in the amount of $7,000 to the Bartow-Catersville Second Joint Development Authority.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is not a budgeted item and an amendment will need to be done during the end of the year processing.
Legal:	
Associated Information:	

Bartow-Cartersville Second Joint Dev. Authority

P.O. Box 307
122 W. Main Street
Cartersville, GA 30120

Invoice

Date	Invoice #
2/20/2014	2

Bill To
City of Cartersville P.O. Box 1390 One N. Erwin Street Cartersville, GA 30120

Item # 6

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Annual Operating Support FY14	7,000.00	7,000.00

Please remit to above address.

Total $7,000.00

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Gas Department Backhoe

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recomendation:	We requested bids from four manufacturers. We received three bids back. Of the three bids received, only the bid from Flint Equipment Company met all of the specifications. Our recommendation is to accept the bid of $68,716.41 from Flint Equipment Company.
City Manager's Remarks:	Your approvel of the purchase of the backhoe outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item to be financed through Lease Pool.
Legal:	N/A
Associated Information:	

Memorandum

To: Gary Riggs, Gas System Director *via email*

cc: Michael Hill, Assistant Gas System Director *via email*

From: Brian Friery, Gas System Engineer

Date: February 20, 2014

RE: Recommendation of Purchase Award
100 HP Backhoe Loader

As you know, sealed bid proposals were received by the Gas System on February 17, 2014 at 12:00 Noon for the purchase of the above referenced machine. As you further know, the bid proposals were requested as a lump sum bid for a machine and accessories delivered and ready for use.

We requested bid proposals from local representatives of four of the industry standard manufacturers of backhoe loaders. One of the four manufacturer's, Komatsu, "is no longer producing the loader backhoe" according to the manufacturer's representative and no bid was submitted. Of the three remaining bids, therefore, Franklin Tractor of Cartersville, Georgia submitted the low bid in the amount of $64,463.00 for a New Holland B95C Backhoe Loader. The second low bid was submitted by Flint Equipment Company of Atlanta, Georgia in the amount of $68,716.41 for a John Deere 410K Backhoe Loader. The third and highest bid was submitted by Yancey Brothers Company of Austell, Georgia in the amount of $84,938.00 for a Caterpillar 430F Backhoe Loader.

Following a review of the specifications of the machine submitted by the low bidder, the 2014 New Holland B95C, it was determined that the machine did not comply with several important specifications required by the RFP. These specifications were the net peak horsepower of 100, a maximum digging depth of at least 15'-6", a backhoe loader bucket cylinder digging force of 15,200 lbs., a 92" / 1.3 C.Y. loader bucket and oversized front tires with a size similar to 14.5/75x16. The specifications of the 2014 New Holland B95C indicates a net peak horsepower of 95, a maximum digging depth of 14'-6", a backhoe loader bucket cylinder digging force of 12,969 lbs., an 88" / 1.1 C.Y. loader bucket and 11Lx16 front tires.

Since the Gas System currently owns and operates a 2001 New Holland Backhoe Loader, we reviewed its ownership history and found we have spent $29,000 in repairs over the course of over 12 years and experienced 83 days of down time for such repairs. Conversely, the Gas System also owns and operates a 2004 John Deere

Memorandum ....

Backhoe Loader and reviewed its ownership history and found over the course of over 9 years, we have spent $13,000 in repairs and experienced 22 days of downtime for such repairs.

Following a review of the specifications of the machine submitted by the second low bidder, the 2014 John Deere 410K, it was determined that the machine met or exceeded the specifications required by the RFP. As compared to the previously listed specifications not met by the 2014 New Holland B95C, the specifications of the John Deere 410K indicates a net peak horsepower of 107, a maximum digging depth of 15'-10" and met the required loader bucket size and oversized front tire specification.

As you know, the Gas System budgeted $75,000 for the purchase of this machine. Since the second low bid proposal is well within the budgeted amount and considering the specifications and previous ownership history of both the New Holland and the John Deere machines, I recommend the City award this purchase to Flint Equipment Company of Atlanta, Georgia for the purchase of a 2014 John Deere 410K in the lump sum amount of $68,716.41.

City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Memorandum of Understanding for Aquafil Expansion

SubCategory:	Other
Department Name:	
Department Summary Recomendation:	Aquafil plans on $25,000,000 in capital investment and 50 new jobs. A copy of the MOU is attached. The incentives offered in the MOU are as follows: (a) Ad valorem tax breaks on, (1) real property 10 years starting at 100% and decreasing by 10% per year until it expires (2) equipment starting 5 years starting at 100% and decreasing by 20% per year until it expires . These ad valorem tax breaks are implemented by a bond issuance and lease by the Development Authority of Cartersville. (b) Additionally, the City is to provide assistance with an opportunity zone application. There is no financial obligation to the City.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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

DAVID G. ARCHER (770) 386-1116
E. KEITH LOVELL FAX (770) 382-7484

MEMO

To: Mayor and City Council, Cartersville School Board
cc: Melinda Lemmon

From: E. Keith Lovell, ACA

Date: February 26, 2014

Re: Aquafil Expansion

The Economic Development Staff has been in discussions with Aquafil regarding them locating their next expansion in Cartersville.

Aquafil plans on $25,000,000 in capital investment and 50 new jobs. A copy of the MOU is attached.

The incentives offered in the MOU are as follows:
(a) Ad valorem tax breaks on, (1) real property 10 years starting at 100% and decreasing by 10% per year until it expires (2) equipment starting 5 years starting at 100% and decreasing by 20% per year until it expires . These ad valorem tax breaks are implemented by a bond issuance and lease by the Development Authority of Cartersville.
(b) Additionally, the City is to provide assistance with an opportunity zone application. There is no financial obligation to the City.

Economic Development Staff recommends approval of the MOU. If approved by all local governments as listed below, the MOU will be presented to the Development Authority of Cartersville for final approval.

Scheduled dates for approval (Dates subject to change):

Bartow County Board of Assessors - February 24, 2014
Bartow County - March 5, 2014
City of Cartersville -March 6, 2014
City of Cartersville School Board - March 10, 2014

EKL/src

BARTOW COUNTY

STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed as of this ____day of February, 2014 by and between Aquafil U.S.A., Inc., a Georgia corporation ("Aquafil"), City of Cartersville, Georgia ("City"), Bartow County, Georgia (the "County"), the Development Authority of Cartersville (the "Authority"), the Bartow County Board of Assessors (the "Assessors"), and the Cartersville School Board (the "Board") (Aquafil, the Authority, the Assessors, the City, the County and the Board are collectively hereinafter referred to as the ""Parties").

WITNESSETH:

WHEREAS, Aquafil, through itself and/or one or more affiliated entities is considering the expansion of its carpet fiber extrusion and operations in the Southeastern United States, which expansion is projected to represent an estimated capital investment of at least $25,000,000 and the creation of at least 50 new full-time jobs (the "Project"); and

WHEREAS, Aquafil has been aggressively recruited by various local and state economic development officials in other communities and has been presented with a variety of incentive proposals; and

WHEREAS, officials from the Authority have actively engaged in the recruitment of Aquafil in hopes that Aquafil will make an affirmative decision to construct, equip and operate the Project within the geographic boundaries of the City of Cartersville, Bartow County; and

WHEREAS, after considering numerous economic incentive proposals from other communities and states, and acting in reliance upon the incentives provided in this Memorandum of Understanding and other representations, covenants, and commitments made by officials from the Authority, and subject to Aquafil securing satisfactory financing for the Project, Aquafil has made a decision to locate the Project in the City of Cartersville, Bartow County; and

WHEREAS, the Parties hereto wish to reduce their understanding and agreement to this legally enforceable writing;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the Parties do hereby contract and agree as follows:

1. Ad Valorem Property Tax Abatement for the Building. Subject to Aquafil meeting the capital investment and new employment goals as described in Section 2 below (the "Aquafil Commitments"), the City, the County, the Board and the Assessors shall provide to Aquafil an ad valorem property tax abatement for the new building and improvements located at 101 Friction Drive SW, Cartersville, Georgia and 1 Aquafil Drive, Cartersville, Georgia over a 10-year term (the "Tax Abatement Term"), beginning with the tax year immediately following the calendar year in which such new building or improvements are installed or constructed as follows:

Taxable Year	% Abatement
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

At the end of the Tax Abatement Term, and as provided for in any bonds issuance related thereto, title to the Project shall be transferred by limited warranty deed to Aquafil.

2. Ad Valorem Property Tax Abatement for the Machinery and Equipment. Subject to Aquafil meeting the Aquafil commitments described in Section 3 below, the City, the County, the Board and the Assessors shall provide to Aquafil an ad valorem property tax abatement for the new machinery and equipment to be located at the project site over a five-year term (the "Machinery and Equipment Tax Abatement Term") beginning with the tax year immediately following the calendar year in which such new machinery and equipment is installed at the project site as follows:

Taxable Year	% Abatement
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

The machinery and equipment owned by Aquafil and utilized at the Project shall be depreciated in accordance with standard schedules as approved by the Bartow County Tax Assessor. At the end of the Machinery and Equipment Tax Abatement Term, title to the machinery and equipment shall be transferred to Aquafil by bill of sale.

3. Satisfaction of Aquafil Commitments. It is anticipated that the Project will involve a capital investment by Aquafil of at least $25,000,000 (the "Capital Commitment"), which does not include payments for leased facilities or leased machinery or equipment, and the creation of at least 50 new full-time jobs (the "Employment Commitment") in the City of Cartersville, Bartow County on or before December 31, 2017. In the event that, on or before such date, Aquafil's capital investment and the number of new full-time jobs created shall not exceed, on a cumulative basis, at least eighty percent (80%) of the Capital Commitment and the

Employment Commitment, the above-described ad valorem property tax abatements shall be subject to adjustment as indicated in Paragraph 4 below.

4. Compliance Threshold and Repayment Amount.

a. In the event Aquafil fails to locate in or operate in the City of Cartersville, Bartow County the business forming a part of the Project, the Development Authority, upon demand, shall, as its sole remedy for such default, be entitled to repayment of the value of the real and personal property tax abatement provided to Aquafil pursuant to this Memorandum of Understanding (the "Award Amount").

b. In the event Aquafil locates and operates the Project in the City of Cartersville, Bartow County but fails to meet the Performance Standards, the Development Authority, upon demand, shall, as its sole remedy for such default, be entitled to repayment of a portion of the Award Amount determined as follows:

(i) Compliance Threshold. Aquafil will be determined to have complied with the Performance Standards if the results of the threshold calculation conducted in accordance with the formula on Exhibit "A" ("Average Actual Performance") are equal to or greater than eighty percent (80%) ("Compliance Threshold"). The Average Actual Performance calculation formula is the average of (1) the percentage of created Project Jobs to committed Project Jobs prior to the Performance Deadline and (2) the percentage of Project Investment to committed Project Investment as of the Performance Deadline. To the extent that the Project Jobs exceed 50 full-time jobs or the Project Investment exceeds $25,000,000 at the time the Average Actual Performance is calculated, such excess Project Jobs or Project Investment shall be considered except to the extent such excess Project Jobs or Project Investment are to become a part of a separate expansion project as previously identified and mutually agreed upon between the Development Authority and Aquafil. In the event of such an expansion project, the number of Project Jobs committed to be created by Aquafil for such expansion project shall be subtracted from the total number of Project Jobs in place at the time of the Performance Deadline in calculating Project Jobs for the Average Actual Performance.

(ii) Repayment Amount. Should Aquafil's Average Actual Performance be below the Compliance Threshhold, Aquafil shall be required to pay the Development Authority an amount that will be adjusted proportionately by multiplying the Award Amount by the Average Actual Performance. The resulting number will then be subtracted from Award Amount to determine what the amount will be adjusted to, after taking into account under performance ("Adjusted Amount"). Aquafil shall repay to the Development Authority the difference between the Award Amount and the Adjusted Amount (as so calculated, the "Repayment Amount"). See illustrations in Exhibit "A" Repayment Calculation. The Repayment Amount will only be applicable in the event Aquafil does not meet the Compliance Threshold.

(iii). Reporting Requirements. Aquafil shall file with the Development Authority, no later than thirty (30) days following expiration of the Performance Deadline, a certificate of compliance with the Performance Standards together with documentation evidencing the actual number of Project Jobs created and total amount of the Project Investment. No later than sixty (60) days after filing of such documentation, the Development Authority shall notify Aquafil of its compliance or noncompliance with the Performance Standards.

(iv). Notification and Repayment. In the event Aquafil has failed to meet the Compliance Threshold, the Development Authority shall notify Aquafil of the Adjusted Amount and the Repayment Amount. Aquafil shall submit the Repayment Amount to the Development Authority no later than forty-five (45) days after the date of the notification letter from the Development Authority indicating that Aquafil has failed to meet the Compliance Threshold. Should Aquafil fail to remit the Repayment Amount to the Development Authority in a timely matter, the Development Authority shall have the right, in its sole discretion, to impose any and all remedies available to it through its administrative processes or to seek remedies available at law or equity.

(v). Adjustment in the Performance Standards. In the event of a force majeure or other extraordinary circumstance, as will be determined in the sole discretion of Development Authority, prevents Aquafil from meeting the Compliance Threshold, Aquafil may request that Development Authority adjust the Compliance Threshold. In the sole discretion of Development Authority, the Compliance Threshold may be adjusted provided that the adjustment will have a direct relationship to the impact that the extraordinary circumstance had on Aquafil's ability to meet the Performance Standards.

(vi). Performance Standard – Is Capital Commitment and Employment Commitment referenced herein must be met by December 31, 2017.

5. Opportunity Zone. On or by February 28, 2014, the Cartersville-Bartow County Economic Development Department shall identify to the City of Cartersville Planning and Development Department the area to be considered for the creation of an Opportunity Zone, which shall include such portion of the Project Site not currently located in an Opportunity Zone. Upon receipt of the identified area, the City of Cartersville Planning and Development Department shall meet with its State of Georgia Department of Community Affairs, Economic Development field services Representative as soon thereafter as practical to discuss and affirmatively seek their approval of the filing of an Opportunity Zone application for such area.

If the Economic Development Field Service Representative approves the filing of an Opportunity Zone application for said area, the City of Cartersville Planning and Development Department shall promptly prepare an amended urban redevelopment plan including said Opportunity Zone for presentation to the Mayor and City Council. The City of Cartersville Planning and Development Department shall present to the Mayor and City Council the proposed Opportunity Zone for their approval and forwarding to the State of Georgia Department of Community Affairs for its consideration and approval. Aquafil shall cooperate with the City of Cartersville in preparing and filing of the Opportunity Zone application with the State of Georgia Department of Community Affairs.

6. Bond Issuance. Aquafil shall apply to the Development Authority of Cartersville for a bond for said project encompassing the Capital and Equipment Commitment in the amount not less than $25,000,000. Aquafil shall pay the Authority's issuance fee of 1/8 of 1% of the issuance amount and its counsel fees of 1/8 of 1% of the issuance amount. Aquafil shall be responsible for all other transactional costs related thereto. Bond Counsel shall be Miller & Martin PLLC .

7. Miscellaneous. The following miscellaneous provisions shall be deemed to apply to this Memorandum of Understanding:

a. This writing contains the entire agreement reached by and between the Parties hereto and may be amended only in writing duly executed by all Parties.

b. This Memorandum of Understanding shall be interpreted under the laws of the State of Georgia, and in the event any of the provisions are found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

c. The Parties hereto acknowledge that the incentive package provided for herein represents a legally binding contractual commitment by the Commissioner, the City, the Authority, the Board, and the Assessors, and Aquafil is and will be acting in reliance upon the foregoing incentives in making its final site selection decision to pursue the Project in Bartow County.

d. The contractual commitments provided for the benefit of Aquafil shall be legally binding upon future elected and/or appointed officials, unless otherwise prohibited by law or judicial order.

e. If a taxpayer group or other third party files a lawsuit challenging the incentives and benefits set forth herein for the benefit of Aquafil, the Authority shall promptly notify Aquafil and shall assume the primary defense of any such lawsuit. The Authority shall be responsible for its legal fees and defense of such case. Aquafil as needed shall assist in the defense of any such lawsuit and shall pay its own legal fees and expenses.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the day and the year first above written.

AQUAFIL U.S.A., INC.

By: ________________________
Title: Presidenti

CITY OF CARTERSVILLE

By: ________________________
Title: Mayor

Attest: ________________________
Title: City Clerk

BARTOW COUNTY, GEORGIA

By: ________________________
Title: Commissioner

Attest: ________________________
Title: County Clerk

DEVELOPMENT AUTHORITY OF CARTERSVILLE

By: ________________________
Title: Chairman

BARTOW COUNTY BOARD OF ASSESSORS

By: ________________________
Title: Chairman

CARTERSVILLE SCHOOL BOARD

By:__________________________________
Title: Chairman

Attest:__________________________________
Title: Secretary

Exhibit A

PERFORMANCE STANDARD AND REPAYMENT

1. Average Actual Performance

The Average Actual Performance shall be determine by the following formula

STEP 1

Actual Project Jobs Created or Retained / Committed Number of Jobs = Percentage of Project Jobs Created

Actual Project Investment / Committed Project Investment = Percentage of Project Investment

STEP 2

Percentage of Project Jobs Created
\+ Percentage of Project Investment
= Percentage of Commitments Met

STEP 3

Percentage of Commitment Met / 2 = Average Actual Performance

2 - Repayment Amount Calculation

(Required only if Average Actual Performance is less than 80%)

STEP 1

Amount of Tax Abatement Received.
X Average Actual Performance
Adjusted Amount

STEP 2

Amount of Tax Abatement Received.
\- Adjusted Amount
Repayment Amount

Example A – Repayment Required

, Company committed to create 50 jobs and make a $25,000,000 new investment to construct and operate a new production facility in Georgia. At the Performance Deadline, Company has actually created 25 jobs and invested $200,000 into a smaller facility.

- Abatement Value $200,000
- Commitment – 50 jobs and $25,000,000 new investment
- Actual jobs delivered – 25 (50% of Commitment)

- Actual investment delivered -- $15,000,000 (60% of Commitment)
- 50%+60% = 110/2 = 55% [Average Actual Performance]
- $121,000 (55%) Adjusted Amount
- $79,000 (45%) Repayment Amount

Example B – No Repayment Necessary

Company committed to create 50 jobs and make a $25,000,000 capital investment to construct and operate a new manufacturing facility in Georgia. At the end of the Performance Deadline, Company B has actually created 50 jobs and invested $20,000,000 into a redesigned facility that saved $5,000,000 in capital investment.

- Commitment – 50 jobs & $25,000,000 investment
- Actual jobs delivered – 50 (100%)
- Actual investment delivered -- $20,000,000 (80%)
- 100%+80% = 180/2 = 90% Benefit
- No repayment required

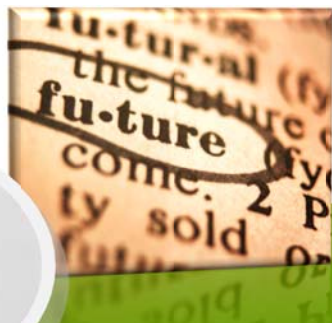
City of Cartersville

City Council Meeting
3/6/2014 7:00:00 PM
Visioning Session Summary

SubCategory:	Other
Department Name:	Administration
Department Summary Recomendation:	Attached is the recap from the facilitator, Chrissy Marlowe, of the Council Visioning Retreat. Long- and short-term goals are outlined, as well as the Council's Hot Topics and Wish List. We recommend approval of this document.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	NA
Legal:	NA
Associated Information:	

Cartersville

Be Charmed • Be Prosperous • Belong



City of Cartersville Annual Visioning Session

February 7 & 8, 2014

Cartersville Library
Cartersville, GA

Facilitator- Chrissy Marlowe
Carl Vinson Institute of Government
University of Georgia

City of Cartersville Annual Visioning Session

Cartersville Library, Nathan Dean Room
Cartersville, GA.

February 7, 2014

8:30am-8:45am	Welcome, Introductions and Overview
8:45am-9:15am	Opening – Networking Activity/Icebreaker
9:15am-10am	Cartersville – State of the City
10am-10:15am	Morning Break
10:15am - Noon	City Wish List – Departments and Staff
Noon – 1pm	Lunch
1pm – 2pm	Goal Development
2pm – 2:15pm	Afternoon Break
2:15 – 3pm	Hot Topics
3pm - 3:45pm	Anything Not Being Discussed that Need be?
3:45-4pm	Adjournment

February 8, 2014

9am – 9:15am	Welcome and Overview
9:15am – 10am	Review of Goal Development from Friday
10am – 10:15am	Morning Break
10:15am – 11am	Review of Other Topics from Friday
11am – 11:45am	Continued Council Discussion
11:45am – Noon	Wrap up, Evaluations
Noon Adjournment	

CARL VINSON INSTITUTE OF GOVERNMENT
The University of Georgia®

February 18, 2014

Dear Mayor Santini and Council Members Tate, Hodge, Stepp, Tonsmeire, McDaniel, Pruitt and Sam:

It was a pleasure to serve as the facilitator for your Visioning Session at the Cartersville Library. I applaud all of you, staff and council, for your thoughtful and forward thinking discussions and work to enhance and enliven your city.

The Carl Vinson Institute of Government, including me, appreciate you choosing us to assist you with your planning efforts. I look forward to working with you again in the near future.

Best Wishes,

Chrissy Marlowe

In small groups the Mayor and Council and staff developed a list of short-term goals and long-term goals, which the Mayor and Council prioritized.

Short-Term Goals (Next 12 months)

1. Make policy decisions on the following items:
    a. Funding of Douthit Ferry Rd right of way
    b. Alcohol Ordinance
    c. Referendum
2. Develop and Infrastructure Replacement Plan
3. Institute a Leak Protection Program
4. Upgrade software
5. Prepare a Wage Study for city employees
6. Plan for Phase II Highland 75 infrastructure needs
7. Initiate Downtown Parking Study
8. Initiate Vacant Building Study
9. Prepare Capital Equipment Plan
10. Install Downtown Pavilion

Long-Term Goals (Next 2-5 years)

1. Initiate Water Allocation Plan
2. Consider Tax Allocation District and other redevelopment tools
3. Develop 2020 SPLOST Project List
4. Implement Plans from Short-Term Goal List
5. Develop Revenue Enhancement Plan
6. Upgrade Sam Smith Park
7. Capitalize on LakePoint development
8. 10-Year Comprehensive Plan Update
9. Consider City Economic Development Position
10. Initiate Policy Compliance Review
11. Expand Airport
12. Implement Automated Meter Readers
13. Study Financial Impacts of Federal and State Legislation
14. Upgrade City Servers

The Mayor and Council also discussed the following Hot Topics:

1. Historic Preservation Commission appointments
2. Development Authority appointments
3. Douthit Ferry right of way purchase
    a. Staff will work on options for funding this project
4. 2003 SPLOST money

   a. Staff will work on potential projects eligible for the remainder of the SPLOST funds
5. Communication between departments on GIS Software
6. Alcohol Festival Ordinance
   a. Council will review draft ordinance revisions in order to put ordinance on an upcoming agenda
7. Upkeep of Civic Center
8. Traffic and CSX Quiet Zone
9. Funding for trails and North Park
10. Sufficiency of stormwater fees
11. School Resource Officers
    a. Council will consider this further upon contract renewal next year
12. Bond Referendum for Parks/Recreation funding
    a. Staff will work towards a referendum for November vote

Wish List Items
1. Police Officer Salary Steps based on Years of Service
2. Pull School Resource Officers back into police operations
3. POAB incentive for each Police Department Employee
4. Camera System with feed to Police Department in downtown and other recreation areas
5. Bring Probation in-house to report to Court Services
6. Downtown parking as citizen survey topic
7. Elimination of excise tax
8. Increase Freeport Exemption
9. Better use of multimedia at council meetings
10. Restroom and renovation of fire station
11. New water line down Main Street