



City of Cartersville

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

COUNCIL PERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 5/5/2011
Work Session – 6:00 PM

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

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

1. April 21, 2011 (Page 4-16)

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B. Commendation/Recognition

1. Cartersville School System Teachers of the Year 2012 (Page 17)

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2. 2010 Outstanding Preservation Projects (Page 18)

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

1. File AZ11-01: Annexation and zoning application by Nicholas Startup for property located at 42 Natchi Trail from County jurisdiction to City R-20 (Page 19-30)

[Attachments](#)

2. File #Z11-02: Rezoning application by Berrey Properties Inc (Randy Berrey, representative) for property located at 1009 and 1011 N. Tennessee Street (approximately 1.2 acres) from P-S (Professional Services) to O-C (Office Commercial). (Page 31-41)

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D. Public Hearing

1. First Reading of Urban Redevelopment Plan (Page 42-44)

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E. Appointments

1. Board of Zoning Appeals (Page 45-47)

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F. Easements

1. Collins Point Holding, LLC (Page 48-53)

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G. Contracts/Agreements

1. Contract for Performing Services - Eddie Lee Wilkins Youth Association (Page 54-59)

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2. Georgia Department of Transportation: Right of Way Agreements Regarding Main Street Gateway Project (Page 60-64)

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3. Addendum to Agreement with Communit-Y Health Network (Page 65-66)

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4. Georgia Department Of Transportation Airport Project Grant (Page 67-84)

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H. Other

1. Amendments to Cartersville Pension Plan (Page 85-119)

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I. Bid Award/Purchases

1. Employment Learning Innovations, Inc. (Page 120-122)

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2. North Node Emergency Generator (Page 123)

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3. Dell Computer Server & Software (Page 124)

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4. Sugar Valley Road Relocation (Page 125-129)

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5. New Roof on Lift Stations at Water Pollution Control Plant (Page 130-132)

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6. Upgrade Solids Collector for Water Treatment Plant (Page 133-135)

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7. Water Pollution Control Plant - Repair of Screw Lift Pump (Page 136-139)

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J. Change Order

1. Emergency River Pump Station (Page 140)

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K. Surplus Equipment

1. Surplus Items (Page 141-142)

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City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
April 21, 2011

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes from the April 21st Council meeting have been compiled and reviewed by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
April 21, 2011
9:00 A.M. – Work Session 8:00 A.M.

I. Opening of Meeting

Invocation by Council Member Tonsmeire.

Pledge of Allegiance led by Council Member Tate.

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

II. Regular Agenda

A. Council Meeting Minutes

1. April 7, 2011

A motion to approve the April 7, 2011 City Council Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Swearing in of Civic Youth Day Officials

1. Civic Youth Day

Renee Faunce, Deputy City Clerk, administered the oath of office for Mayor, City Council, City Clerk, City Attorney and School Board to the Civic Youth participants.

C. Discussion

1. Cartersville School Superintendent Dr. Howard Hinesley

School Superintendent Dr. Howard Hinesley presented the Mayor and Council with a summary of the City School System's past accomplishments, future plans, and financial status. This informational session was initiated to have closer communication between the City and the School System.

D. Second Reading of Ordinances

1. Amendment to Motor Vehicle and Traffic Ordinance: No Parking on Postelle St.

Mr. Bobby Elliott, Public Works Director, stated that the Housing Authority has requested that parking be prohibited on Postelle Street. The Housing Authority has constructed new parking for residents on the interior of the housing complex. Mr. Elliott recommended approval of the amendment to the Motor Vehicle and Traffic Ordinance.

A motion to approve the amendment as recommended by Mr. Elliott was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 12. MOTOR VEHICLES AND TRAFFIC ARTICLE IX. TRAFFIC SCEDULES CODE SECTION 12-1005. PARKING PROHIBITED** is hereby amended by inserting the following to Section 12-1005 under the subparagraph for *Parking is prohibited in the following locations:*

1. "Postelle Street, both sides of street between Tennessee Street and Stonewall Street"
2. It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and that section 12-1005 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED

First Reading this the 7th day of April 2011.

ADOPTED this the 21st day of April. Second Reading.

/s/ Matthew J. Santini

Matthew J. Santini

Mayor

ATTEST:

/s/ Renee Faunce
Renee Faunce
Deputy City Clerk

E. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. File AZ11-01: Annexation and Zoning Application by Nicholas Startup for Property Located at 42 Natchi Trail from County Jurisdiction to City R-20.

Mr. Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that this tract is located at 42 Natchi Trail midway along this narrow street off Indian Mounds Road. This property backs up to Dellinger Park. The applicants seek to annex for City services. The property, if annexed, would be zoned R-20 (Single Family Residential). Mr. Mannino stated that the Planning Commission recommended approval of the annexation and zoning.

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

Mayor Santini declared a Public Hearing for the annexation application open. With no comments, Mayor Santini declared the Public Hearing closed.

No Action required on first reading.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ11-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Nicholas Startup. Property is located at 42 Natchi Trail. Said property contains 1.4 acres located in the 4th District, 3rd Section, Land Lot(s) 812 as shown on the

attached plat Exhibit "A". Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of April 2011.
ADOPTED this the day of. Second Reading.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ11-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Nicholas Startup. Property is located 42 Natchi Trail. Said property contains 1.4 acres located in the 4th District, 3rd Section, Land Lot(s) 812 as shown on the attached plat Exhibit "A". Property is hereby rezoned from County A-1 (Agricultural) to R-20 (Single Family Residential). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 21st day of April 2011.
ADOPTED this the day of. Second Reading.

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

ATTEST:

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

2. File Z11-02: Rezoning Application by Berrey Properties Inc (Randy Berrey, representative) for Property Located at 1009 and 1011 N. Tennessee Street (approximately 1.2 acres) from P-S (Professional Services) to O-C (Office Commercial).

Mr. Randy Mannino, Planning and Development Director, stated that the Public Official Forms have been received and there are no conflicts of interest. All adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino requested that the application and zoning ordinance be made part of the official record. Copies of the adopted procedures and zoning standards are available upon request. Mr. Mannino stated that these tracts are located at 1009 and 1011 N. Tennessee Street across the street from the Guyton Park (Fuddruckers) shopping center. These properties include former single-family residential structures that have been renovated for commercial use. The applicant seeks to rezone the properties from low-density commercial (P-S) to medium-density commercial (O-C) for greater potential use of the properties. Mr. Mannino stated that the Planning Commission recommended approval of the rezoning.

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

No action required on first reading.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. Z11-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Berrey Properties Inc. Property is located 1009 and 1011 N. Tennessee Street. Said property contains 1.23 acres located in the 4th District, 3rd Section, Land Lot(s) 239 as shown on the attached plat Exhibit "A". Property is hereby rezoned from

P-S (Professional Services) to O-C (Office Commercial) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

**First Reading this the 21st day of April 2011.
ADOPTED this the day of. Second Reading.**

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

ATTEST:

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

F. Appointments

1. Historic Preservation Commission

Mr. Pete Alday, Director of Community Services, reported Mr. Bill Lyerla has resigned as a member of the Historic Preservation Commission. Mr. Lyerla's term expires September 7, 2011. The Historic Preservation Commission has recommended Mr. Larry Gregory to fill the unexpired term and the new three year term which will expire September 2014.

A motion to approve the recommendation of the Historic Preservation Commission was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

G. Resolutions

1. Pill Mill Moratorium

Mr. Keith Lovell, Assistant City Attorney, reported there has been a lot of press regarding the abuse of prescription drugs by individuals and some businesses in dispensing medication without appropriate safeguards and controls. Mr. Lovell recommended the Council approve a resolution which will impose a 12 month moratorium on allowing any new pain management clinics to locate in Cartersville. This will allow the local law enforcement adequate time to study and report on the situation to the Mayor and City Council and advise them of any further steps to take if needed.

A motion to approve the Resolution No. 07-11 as recommended by Mr. Lovell was made by Council Member Tonsmeire and seconded by Council Member Stepp.

Motion carried unanimously. Vote 6-0

Resolution No. 07-11

WHEREAS, information received from law enforcement officials in several States indicate that criminal activity increase in area where pain management clinics operating as no more than 'pill mills' are located; and

WHEREAS, the Grand Jury in Broward County, Florida, heard testimony and considered evidence concerning the proliferation of such pain clinics in Broward County and South Florida; and

WHEREAS, the Broward County, Florida, Grand Jury issued it's Interim Report on November 10, 2009, concerning The Proliferation of Pain Clinics in South Florida ("Broward County Grand Jury Report"); and

WHEREAS, the Broward County Grand Jury Report found that "In 2007 there were four pain clinics operating in Broward County. From those 4 pain clinics in Broward County the number swelled to 66 pain clinics operating in South Florida in 2008. From August 2008 to November 2009 the number of pain clinics opening and operating in South Florida exploded in number from 66 to 176, and the number of pain clinics opening and operating in Broward County increased from 47 to 115. Pain clinics, which dispense prescription drugs on site, dispensed almost 9 million dose units of Oxycodone in South Florida during the last months of 2008. 6.5 million dose units of the 9 million dose units were dispensed in Broward County alone." Broward County Grand Jury Report at page six; and

WHEREAS, the Broward County Grand Jury Report reported that the Florida Medical Examiners Commission reported as follows:

Calendar Year	Number of Deaths Detected that were caused by Lethal doses of Prescription Drugs	Average Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs
2006	2,780	7 deaths/day
2007	3,317	9 deaths/day
2008	3,750	10 deaths/day

Broward County Grand Jury Report at pages 9-10; and Health Services administration estimates that in the last 30 days over 5 million Americans used non-medical prescription opioids or narcotic analgesics or pain relievers. In 2005, 11,300,000 Americans age 12 and above had used prescription pain medication in a non-medical use. In 2007, the number increased almost 50% to 16,280,000 Americans. One of the age groups that have shown the highest

levels of prescription non-medical use has been young adults age 18 to 25. In 2007, 2,147,000 Americans were first time non-medical users of prescription pain medication." Broward County Grand Jury Report, at pages 11-12; and

WHEREAS, the City of Cartersville has great respect for reputable medical practitioners who are attempting to diagnose and treat pain being experienced by their patients; and

WHEREAS, the typical pain clinic, however, operating as no more than a "pill mill" has little or no interest in treating pain or the symptom of the pain but is interested in only dispensing prescription pain medication with little or no diagnosis of the "patient." See Broward County Grand Jury Report at pages 19-20; and

WHEREAS, the Broward County Grand Jury Report found that "[a] couple of cities in Broward County have attempted to restrict the growing number of clinics in their cities by enacting ordinances to prohibit the location of pain management clinics that dispense narcotic drugs on site." Broward County Grand Jury Report at page 33; and

WHEREAS, the typical 'pill mill' prescribes and dispenses the pain medications on-site; and

WHEREAS, the City of Cartersville has been made aware of numerous news reports describing a "pipeline" of trafficking drugs from pain management clinics in South Florida to users in States such as Kentucky, West Virginia and Ohio; and

WHEREAS, prescription drug abuse is becoming a major problem in Georgia and according to the Georgia Drug and Narcotics Agency deaths due to prescription drug overdoses have surpassed those of all other illicit drugs; and

WHEREAS, adoption of a moratorium on the issuance of business licenses to pain management clinics will provide the City of Cartersville an opportunity to develop ordinances and/or regulations that address the secondary effects of pain management clinics on residents, businesses, and the community; and

WHEREAS, some pain clinics have no interest in the diagnosis and treatment of medical issues or problems that are resulting in pain being experienced by the patients, but are operated solely to write prescriptions for highly addictive pain medications which are then sold by the clinic to the "patient" making such a clinic as no more than a "pill mill;" and

WHEREAS, this Resolution is intended to provide a moratorium on the issuance of business licenses to Pain Management Clinics which are operating as

"pill mills."

NOW, THEREFORE, BE IT RESOLVED the Mayor and City Council approves the following definitions to be used in this Resolution concerning a moratorium on the issuance of business licenses to Pain Management Clinics within the City of Cartersville.

- 1. Findings of the City Council and Mayor.** The Whereas clauses set forth above are incorporated by reference into this Resolution and represent the legislative findings of the Mayor and City Council and of the City of Cartersville.
- 2. Definitions.** As used within this Resolution, the following terms, when capitalized, shall have the meanings set forth here:
 - 2.1. "Pain Management Clinic"** shall mean an entity or business which fulfills all of the following criteria:
 - 2.1.1. A privately owned clinic, business, or, office;**
 - 2.1.2. That is not affiliated with: any facility for the treatment of the terminally ill; or any facility for the treatment of drug addiction; or, any hospice; or any hospital; and,**
 - 2.1.3. Which employs one or more physicians who are primarily engaged in the treatment of pain by prescribing Pain Medications; and,**
 - 2.1.4. Which fills or dispenses those Pain Medications either at the same or a different location.**
 - 2.2. "Pain Medicine"** shall mean any medicine requiring a prescription and which contains narcotic analgesics or opioids, including, but not limited to, fentanyl, hydrocodone, morphine, or oxycodone.
 - 2.3. A physician is primarily engaged in the treatment of pain by prescribing any Pain Medication when the majority of the patients seen by that physician are written prescriptions for one or more Pain Medications.**
- 3. Moratorium.** The City of Cartersville declares a moratorium having a duration of one (1) year from and after the adoption of this Resolution on the issuance or renewal of business licenses to Pain Management Clinics. Any person who wishes to open a business or medical practice which will both prescribe Pain Medicines and fill those prescriptions either on or off site must provide a signed, notarized statement and submit it with the

application for a business license to the effect the business is not a Pain Management Clinic as that term is defined in this Resolution. No business license shall be issued or renewed unless and until this signed, notarized statement is submitted to the City of Cartersville. Should the signed, notarized statement prove to be false, the business license shall be revoked.

4. **Purpose of Moratorium.** It is the purpose and intent of this Resolution to promote the health and general welfare of the residents and businesses of the City of Cartersville. This moratorium is designed to provide the City of Cartersville with sufficient time to analyze that impact of Pain Management Clinics and to consider whether further regulation of such Pain Management Clinics is necessary
5. **Effective Date.** This Resolution and the resulting moratorium shall be effective immediately on passage and adoption.

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

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

ATTEST:

/s/ **Renee Faunce**
Renee Faunce
Deputy City Clerk

H. Contracts/Agreements

1. Contract for Performing Services – Cartersville Optimist Club/July 4th

City Manager, Sam Grove, stated this is an annual contract between the City of Cartersville and the Optimist Club for police and fire services during the Fourth of July festivities at Dellinger Park. Mr. Grove recommended approval of the contract.

A motion to approve the contract as recommended by Mr. Grove was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

I. Bid Award/Purchases

1. Roof for Water Distribution and Collection Building

Mr. Jim Stafford, Water & Sewer Superintendent, reported the roof on the

distribution and collection building is leaking in multiple places. Bids were received to replace the roof and paint the building. Mr. Stafford recommended the low bid from Hampson Construction in the amount of \$22,400 dollars.

A motion to approve the low bidder as recommended by Mr. Stafford was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

2. Security System at Water Distribution & Collections

Mr. Jim Stafford, Water & Sewer Superintendent, stated the security system at the Distribution and Collections building is non-functional. The system has to be replaced to secure the building. Bids were received and Mr. Stafford recommended approval of the low bid from Fleetwood Security and Electronic Services, Inc. in the amount of \$8,549 dollars.

A motion to approve the low bidder as recommended by Mr. Stafford was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

3. Distribution & Collections Inventory Stock

Mr. Jim Stafford, Water & Sewer Superintendent, explained the Water Department needs to restock some inventory items that have fallen below their order point quantity. Bids were received and Mr. Stafford recommended the low bid from HD Supply Waterworks, Ltd in the amount of \$26,400.70.

A motion to approve the low bidder as recommended by Mr. Stafford was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

4. City Hall Foundation Repair and New Carpeting

Public Works Director Bobby Elliott, reported water has seeped through the foundation wall of the City Hall building at the rear of the building for many years. Public Works has met with several local contractors and received cost estimates for the repairs to the building and the replacement of carpet in the customer service area of the building. The public works department will be working with the contractors in order to keep the costs down as much as possible. Mr. Elliott explained that bids were received on the replacement of the carpet and recommended the low bid from Gilreath Carpet in the amount of \$3,136 dollars. However, the project itself is hard to take bids on due to the fact that until it is uncovered, we don't know exactly what is involved. The total of foundation repairs is not to exceed \$15,800 dollars. Mr. Elliott recommended approval of the following contractors:

Quik-Cut Tree Service: Tree Removal

Johnny's Grading:	Excavations
Pendley Heating and Air:	HVAC Compressor Unit Relocations
Ranger Foundations:	Waterproofing
Public Works Crew:	Debris Removal, Concrete Replacement, Landscaping, and any remodeling repairs relative to wall foundation work.

Mr. Elliott stated this is not a budgeted project and this would require a budget amendment at the end of the fiscal year.

A motion to approve the low bid from Gilreath Carpet and the above contractors as recommended by Mr. Elliott but not to exceed a total cost of \$20,000 dollars was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

J. Monthly Financial Statement

1. February 2011

Tom Rhinehart, Finance Director, presented the February 2011 monthly financial statement with comparisons from the previous year of February 2010, 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 February 2011.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Renee Faunce
Deputy City Clerk



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

Cartersville School System Teachers of the Year 2012

SubCategory:	Commendation/Recognition
Department Name:	Administration
Department Summary Recommendation:	The teachers of the year for 2012 are as follows: Margaret Zimmer, Cartersville Primary School; Becky Rhodes, Cartersville Elementary School; Kathy Hays, Cartersville Middle School and Valerie Webb, Cartersville High School. A congratulatory resolution has been prepared and framed for each teacher.
City Manager's Remarks:	Recognition of the Cartersville Teachers of the Year is a long standing tradition by the City Council. The selection always includes an exemplary group and the 2012 group is no exception. It is appropriate for you to recognize the recommended group.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
2010 Outstanding Preservation Projects

SubCategory:	Commendation/Recognition
Department Name:	Planning and Development
Department Summary Recommendation:	As we celebrate National Historic Preservation Month, it is appropriate to recognize outstanding preservation projects for calendar year 2010. The Cartersville Historic Preservation Commission has chosen three properties for the award: • 305 West Main Street home of Margaret Rose White • 35 Etowah Drive, an infill house belonging to William Hagler • 29 West Main Street, Specialty Accounting owned by Dianne Burwell.
City Manager's Remarks:	It is appropriate for you to recognize these projects.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

File AZ11-01: Annexation and zoning application by Nicholas Startup for property located at 42 Natchi Trail from County jurisdiction to City R-20

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located at 42 Natchi Trail, midway along this narrow street off Indian Mounds Road. This property backs up to Dellinger Park, and includes a single-family house built in approximately 1993. The applicants seek to be annexed for City services. The property would, if annexed, be zoned R-20 (Single-family Residential). Planning Commission recommended approval.
City Manager's Remarks:	This rezone and annexation are recommended for your approval by the Planning Commission.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ11-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Nicholas Startup**
Representative: **None**
Property Owner: **Same as applicant**
Property Location: **42 Natchi Trail**
Access to the Property: **Natchi Trail, off Indian Mounds Road**

Site Characteristics:

Tract Size: Acres: **1.4 acres** District: **4th** Section: **3rd** LL(S): **812**
Ward: **3** Council Member: **Louis Tonsmeire**

LAND USE INFORMATION

Current Zoning: **County A-1 (Agricultural)**
Proposed Zoning: **R-20 (Single-family Residential)**
Proposed Use: **Annex for City services**
Current Zoning of Adjacent Property:
North: **P-I (Public Institutional)**
South: **County jurisdiction**
East: **R-20 (Single-family Residential)**
West: **R-20 (Single-family Residential)**

The Future Development Plan designates the subject property as: **Not designated – adjacent to Suburban Living (R-20, R-15).**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

Bartow County government has also received information regarding the annexation request and finds no objection to the application. The property is currently zoned A-1 (Agricultural) and is identified on the County's Future Land Use Map as Low-Density Residential.

The subject tract is located at 42 Natchi Trail, midway along this narrow street off Indian Mounds Road. This property backs up to Dellinger Park, and includes a single-family house built in approximately 1993. The applicants seek to be annexed for City services. The property would, if annexed, be zoned R-20 (Single-family Residential).

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed R-20 zoning may permit a use that is suitable in view of the existing residential development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed R-20 zoning may not create an isolated district since there are adjacent and nearby properties that are zoned in a similar manner in the City.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The R-20 zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned in unincorporated Bartow County for low-density residential use, the property may have a reasonable economic use.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible industrial use on roads, utilities, and other factors.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The property is not designated on the adopted Future Development Map of the comprehensive plan, but is adjacent to properties designated as Suburban Living, with recommended zoning districts R-20 and R-15.

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

The R-20 zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to industrial use.

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

Most of the houses on the north side of Natchi Trail, which backs up to Dellinger Park, are in the City limits and zoned R-20. For improved public safety service, it may be appropriate for this property to be in the City with low-density residential (R-20) zoning.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

ANNEXATION:	APPROVAL
ZONING:	APPROVAL

Application for Annexation/Zoning

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

app'
3-4-11

Application Number AZ11-01

Hearing Date 4-12-11

Applicant Nicholas Startup
(applicant's printed name)
Address 42 Natchi Trail
City Cartersville State GA

~~Business~~ Phone cell 770-547-3111
Home Phone 770-382-2735
Zip 30120

(Representative's printed name (if other than applicant)) Business Phone _____ Cell or Fax # _____

Representative's signature _____

X [Signature]
Applicant's signature

Signed, sealed and delivered in presence of:

Cathryn Hemmner
Notary Public

My commission expires: 6-20-14

Titleholder Nicholas Startup
(titleholder's printed name)

~~Business~~ Phone cell same as above Home Phone same as above

*attach additional notarized signatures as needed on separate application page

Address same as above

Signature [Signature] X

Signed, sealed, delivered in presence of:

Cathryn Hemmner
Notary Public

My commission expires: 6-20-2014

County Zoning District(s) County R-1

Proposed City Zoning District(s) R-20

Acreage +/- 1.33 Land Lot(s) 812

District(s) 4 Section(s) 3

Location of Property 42 Natchi Trail
(street address, nearest intersections, etc)

Utility Providers: Water City
Sewer septic

Gas _____
Electric GA Power

Reason for annexation: City services
(attach additional statement as necessary)

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

Planning Commission Recommendation:

Approved: _____
Disapproved: _____

Conditions: _____
Date: _____

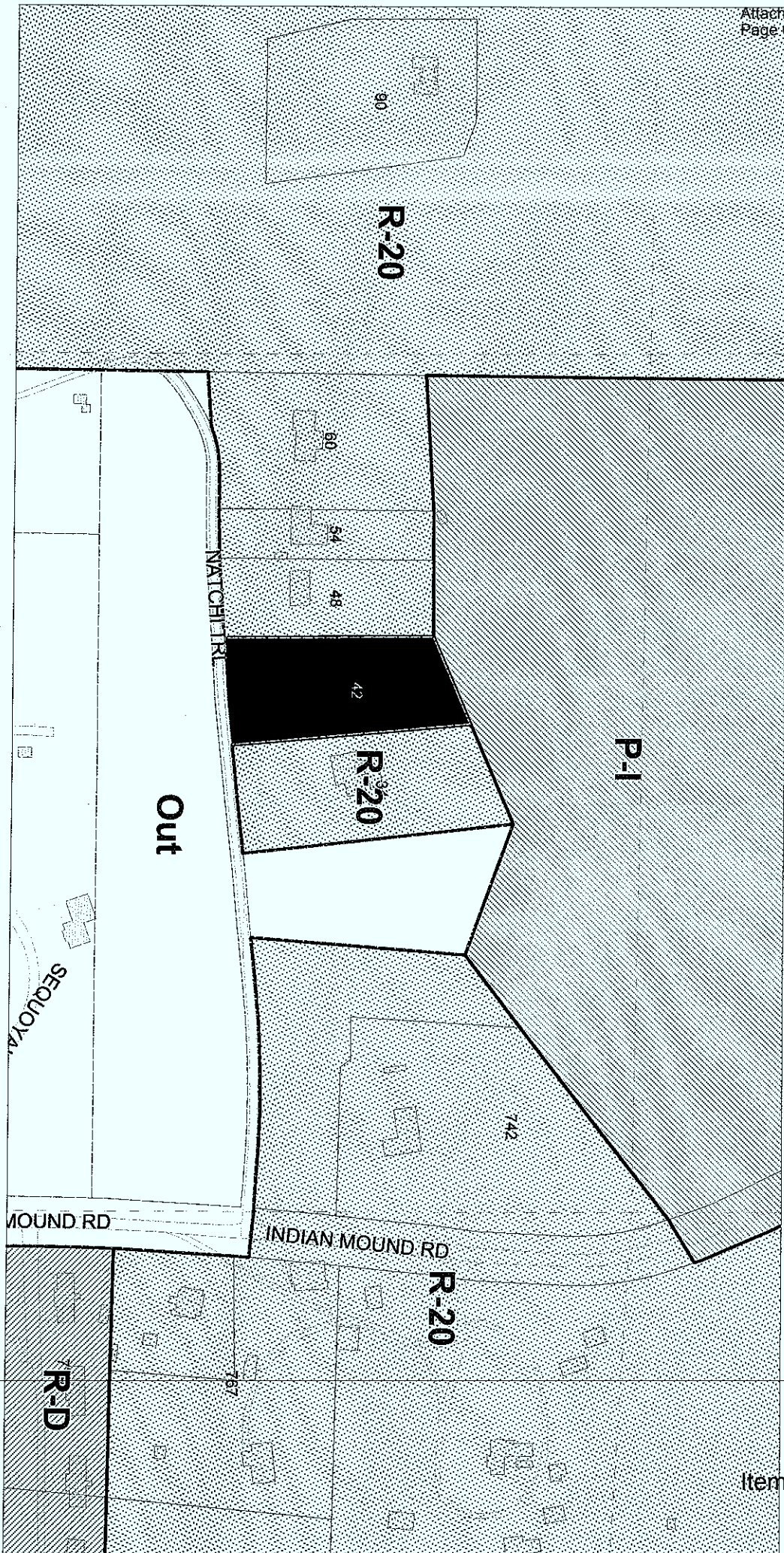
City Council Decision:

Approved: _____
Disapproved: _____

Conditions: _____
Date: _____

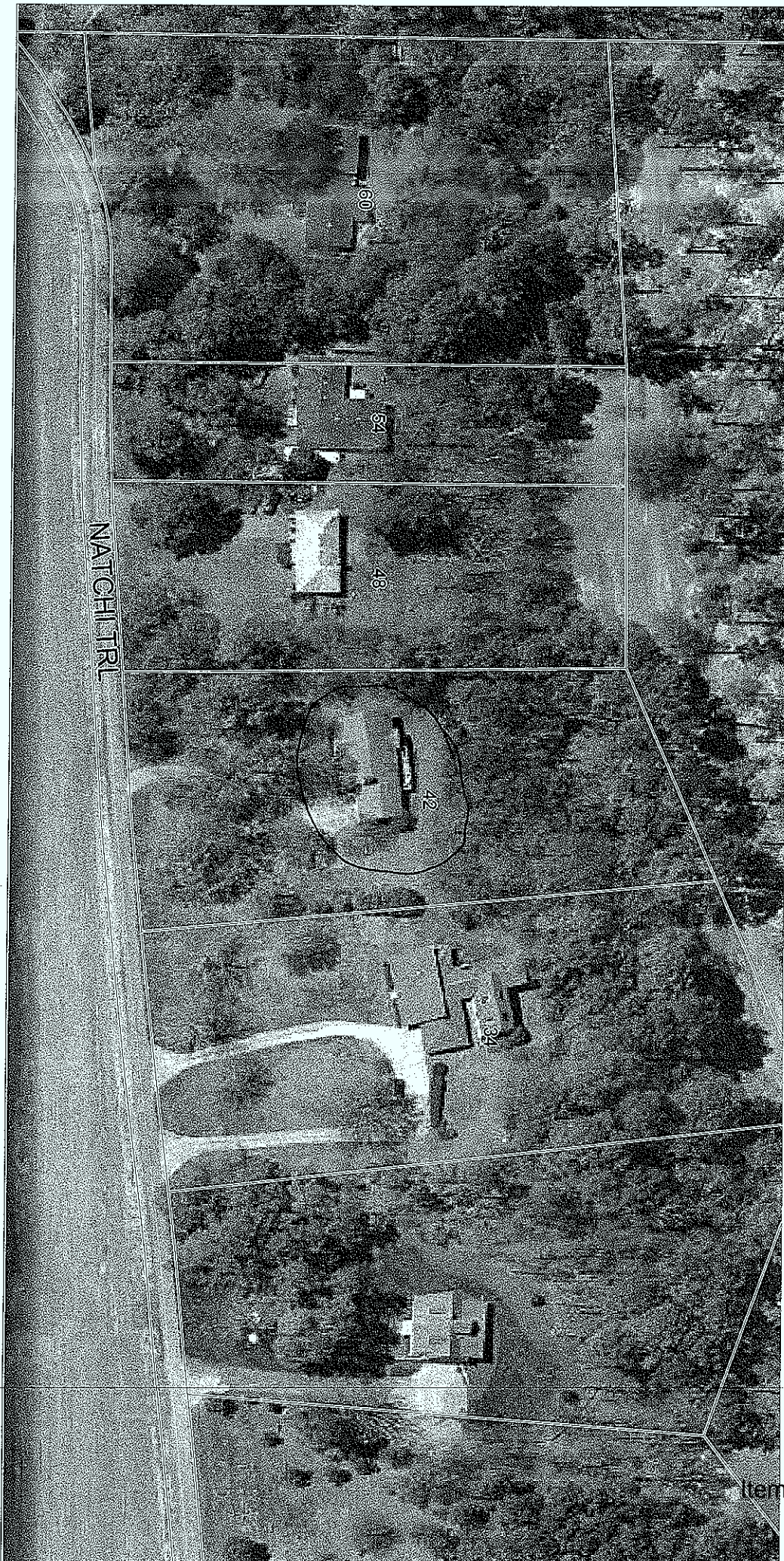
Item # 4

42 Natchi Trail - annexation case AZ111-01

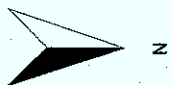


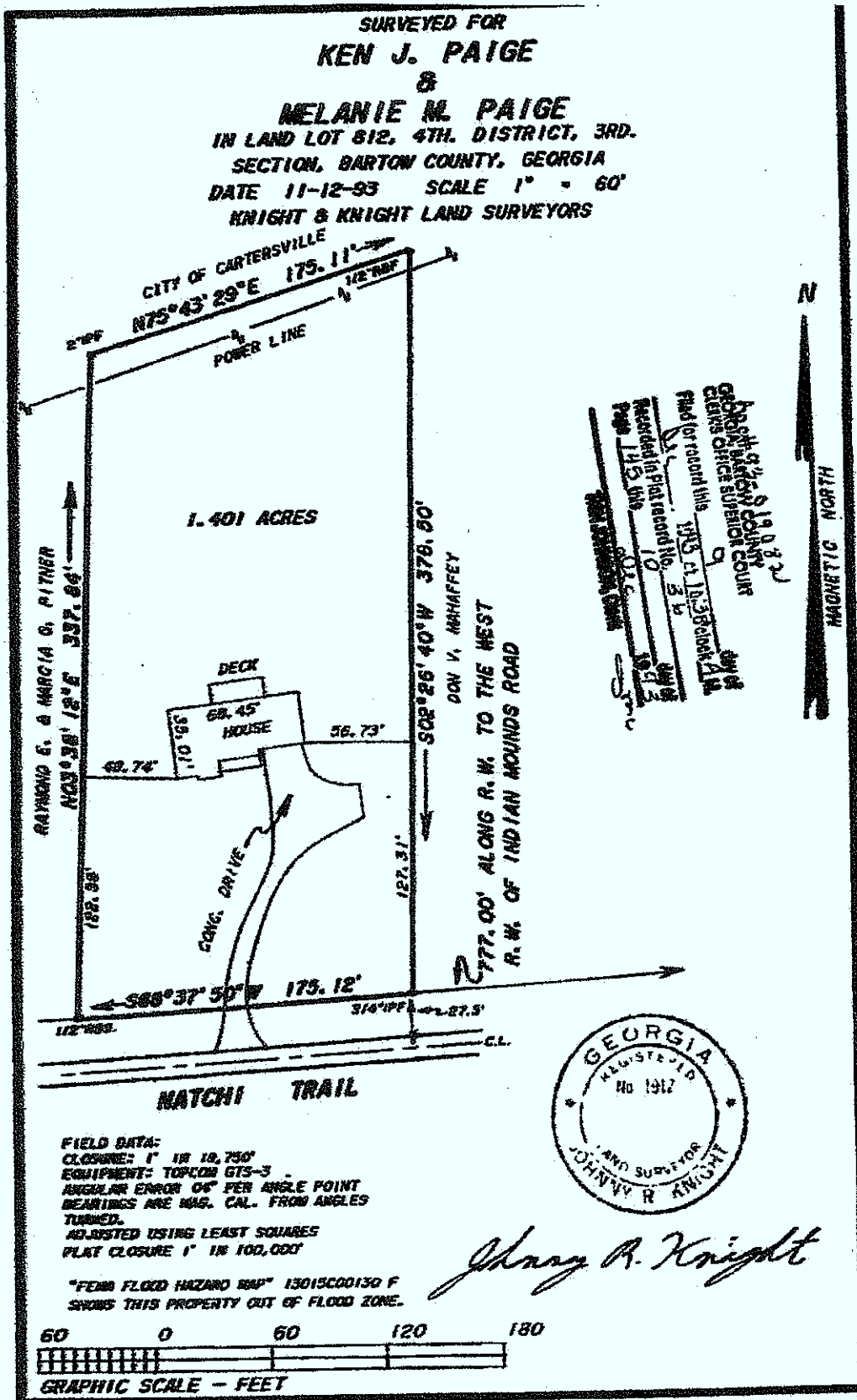
42 Natchi Trail - annexation case AZ11-01

ment number 1
of 11



Item # 4





CITY OF CARTERSVILLE

ZONING / ANNEXATION ANALYSIS

PETITION NUMBER AZ11-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

PROPERTY OWNER (S) Nicholas Startup PHONE NUMBER 770-382-2735

PETITIONER same as owner OWNER'S ADDRESS 42 Natchi Trail
Cartersville, GA 30120

PROPERTY LOCATION 42 Natchi Trail TRACT SIZE 1.4 ac

DISTRICT 4 SECTION 3 LL(S) 812

TAX MAP # 00730812006 PARCEL (S) 1 WARD (S) 3

CURRENT LAND USE single-family residential PROPOSED LAND USE S-F residential

CURRENT ZONING County R-1 PROPOSED ZONING City R-20

SPECIFICS OF PROPOSED USE

NUMBER OF DWELLING UNITS 1 NUMBER OF OCCUPANTS 2

RACIAL COMPOSITION White

NUMBER OF SCHOOL AGED CHILDREN 0

GRADE LEVEL (S) OF SCHOOL AGE CHILDREN —

SCHOOL SYSTEM TO BE ATTENDED —

OWNER OCCUPIED: YES ☒ NO ☐

UTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)

1. WATER City

2. SEWER septic

3. GAS none

4. ELECTRICITY GA Power



Bartow County Commissioner's Office • Clarence Brown, Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6304

March 29, 2011

Mr. Richard Osborne
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request by Nicholas Startup
to annex approximately 1.401 acres
located at 42 Natchi Trail, Cartersville

Dear Richard:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Low Density Residential.

Please be advised that, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Also, be advised that the City will be responsible for maintenance of that portion of the roadway, where as a result of this annexation, property on both sides of the road is now within the city limits.

Sincerely,

CLARENCE BROWN

Commissioner
Bartow County

CB/kg

- c. Ray Sullivan, Zoning Administrator, Bartow County
Randy Gray, Bartow County Road Superintendent
Mary Milam, Voter Registration
Jarrod Roberts, Tax Assessor
GIS Department

Item # 4



City of Cartersville

PLANNING AND DEVELOPMENT

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

File # **AZ11-01**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Nicholas Startup has made an annexation/zoning request on the following property:
Approximately 1.4 acres located at 42 Natchi Trail in the 4th District, 3rd Section, Land Lot 812
Bartow County jurisdiction to City R-20 (Single-family Residential).

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

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

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

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

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

File Z11-02: Rezoning application by Berrey Properties Inc for property located at 1009 and 1011 N. Tennessee Street from P-S (Prof Serv) to O-C (Office Comm)

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tracts are located at 1009 and 1011 N. Tennessee Street, across the street from the Guyton Park (Fuddrucker's) shopping center. These properties include former single-family residential structures that have been renovated for commercial use – the buildings were built in approximately 1935 and 1950. The applicant seeks to rezone the properties from low-density commercial (P-S) to medium-density commercial (O-C) for greater potential use of the properties. Planning Commission recommended approval
City Manager's Remarks:	This rezone is recommended for your approval by the Planning Commission.
Financial/Budget Certification:	N/A
Legal:	N/A
Associated Information:	N/A

ZONING SYNOPSIS

Petition Number(s): **Z11-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Berrey Properties Inc.**
Representative: **Randy Berrey**
Property Owner: **Same as applicant**
Property Location: **1009 and 1011 N. Tennessee Street**
Access to the Property: **N. Tennessee Street (State Route 61)**

Site Characteristics:

Tract Size: Acres: **Total 1.23 acres** District: **4th** Section: **3rd** LL(S): **239**
Ward: **1** Council Member: **Kari Hodge**

LAND USE INFORMATION

Current Zoning: **P-S (Professional Services)**
Proposed Zoning: **O-C (Office Commercial)**
Proposed Use: **Highest and best use of properties, similar to surrounding area**
Current Zoning of Adjacent Property:
North: **P-S (Professional Services)**
South: **R-15 (Single-family Residential)**
East: **P-S and R-15**
West: **O-C (Office Commercial)**

The Future Development Plan designates the subject property as: **Tennessee Street Corridor (O-C, M-U, P-S, P-D).**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

The subject tracts are located at 1009 and 1011 N. Tennessee Street, across the street from the Guyton Park (Fuddrucker's) shopping center. These properties include former single-family residential structures that have been renovated for commercial use – the buildings were built in approximately 1935 and 1950. The applicant seeks to rezone the properties from low-density commercial (P-S) to medium-density commercial (O-C) for greater potential use of the properties.

STANDARDS FOR EXERCISE OF ZONING POWERS.

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

- G. Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.
The O-C zoning proposal may not result in a use which could adversely affect the environment. Utility, Public Works, and Planning & Development staff would review any future development based on possible environmental factors related to industrial use.
- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
Properties on Tennessee Street, especially on the northern stretch between the intersection of Porter Street north to Felton Road, continue to evolve from previously residential and light commercial use to more medium commercial use.

RECOMMENDATION

Staff has no objections.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL

Application for Rezoning

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

\$450 paid
3-7-11 -RO

Application Number Z11-02
Hearing Dates 4-12-11

Applicant Berrey Properties, Inc. Business Phone 7-606-1328
(applicant's printed name)
Address 650 Henderson Dr. St. 450 Home Phone —
City Cartersville State Ga. Zip 30120
Randy Berrey Business Phone Same Cell or Fax # 7-606-1343
(Representative's printed name (if other than applicant))
[Signature] Representative's signature
[Signature] Applicant's signature

Signed, sealed and delivered in presence of:

Cathryn Hamblin
Notary Public

My commission expires: 6-20-14

Titleholder Berrey Prop. Inc. Business Phone Same Home Phone —
(titleholder's printed name)
*attach additional notarized signatures as needed on separate application page
Address —
Signature [Signature]

Signed, sealed, delivered in presence of:

Cathryn Hamblin
Notary Public

My commission expires: 6-20-2014

Present Zoning District(s) P-S Requested Zoning District(s) O-C
Total Acreage approx 1 ac Land Lot(s) 239 District(s) 4 Section(s) 3
Location of Property 1009 and 1011 N. Tenn St
(street address, nearest intersections, etc.)
Reason for requesting rezoning: Highest and best use of properties, similar to zoning
(attach additional statement as necessary)
of nearby properties

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

Planning Commission Recommendation:

Approved: _____
Disapproved: _____

Conditions: _____
Date: _____

City Council Decision:

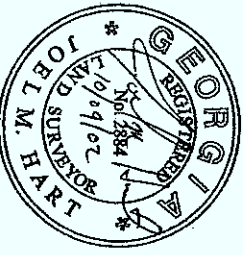
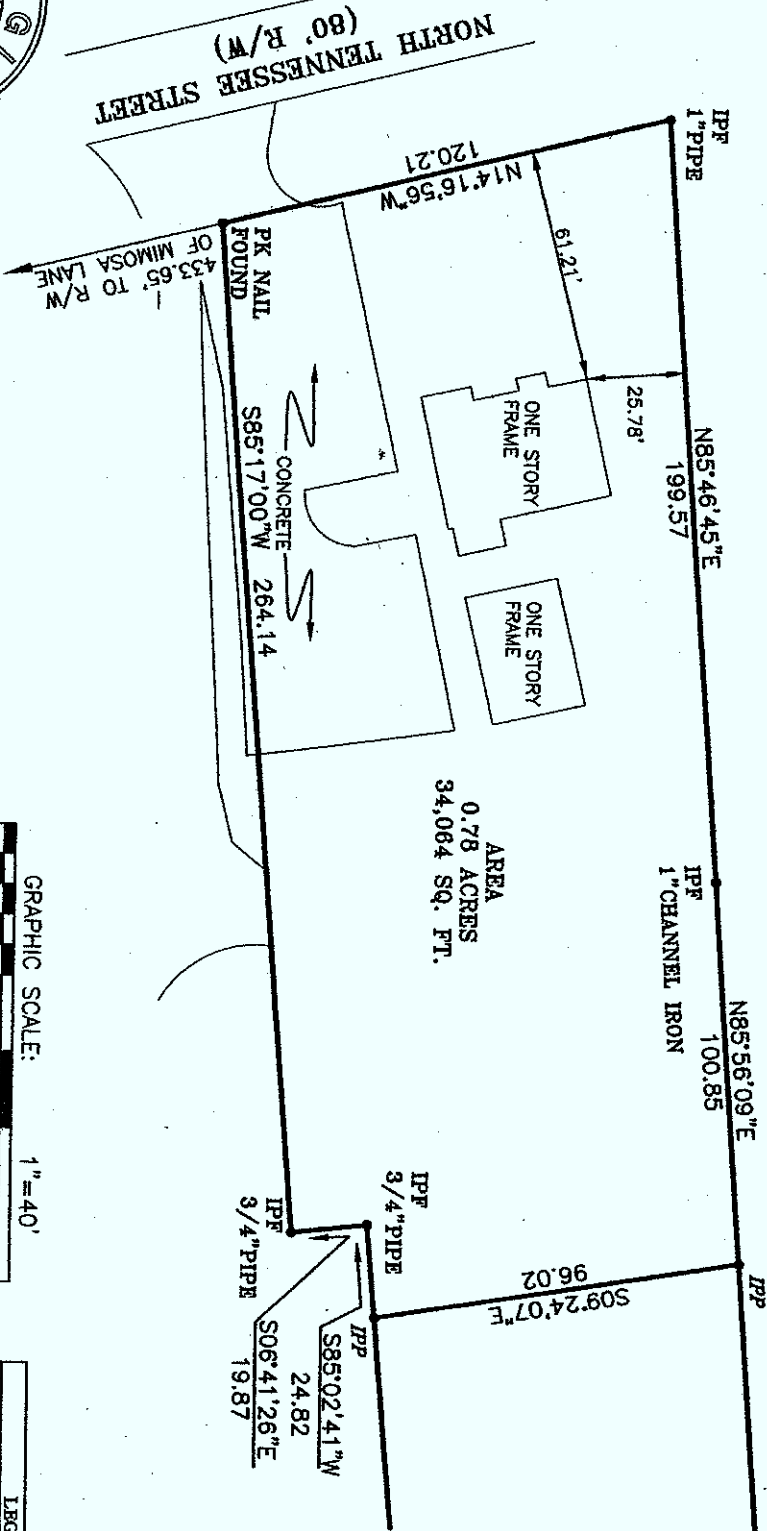
Approved: _____
Disapproved: _____

Conditions: _____
Date: _____





SURVEY FOR:
RANDY B. BERREY
PROPERTY LOCATED IN:
LAND LOT 239, 4th DISTRICT, 3rd SECTION,
CITY OF CARTERSVILLE
BARTOW COUNTY, GEORGIA



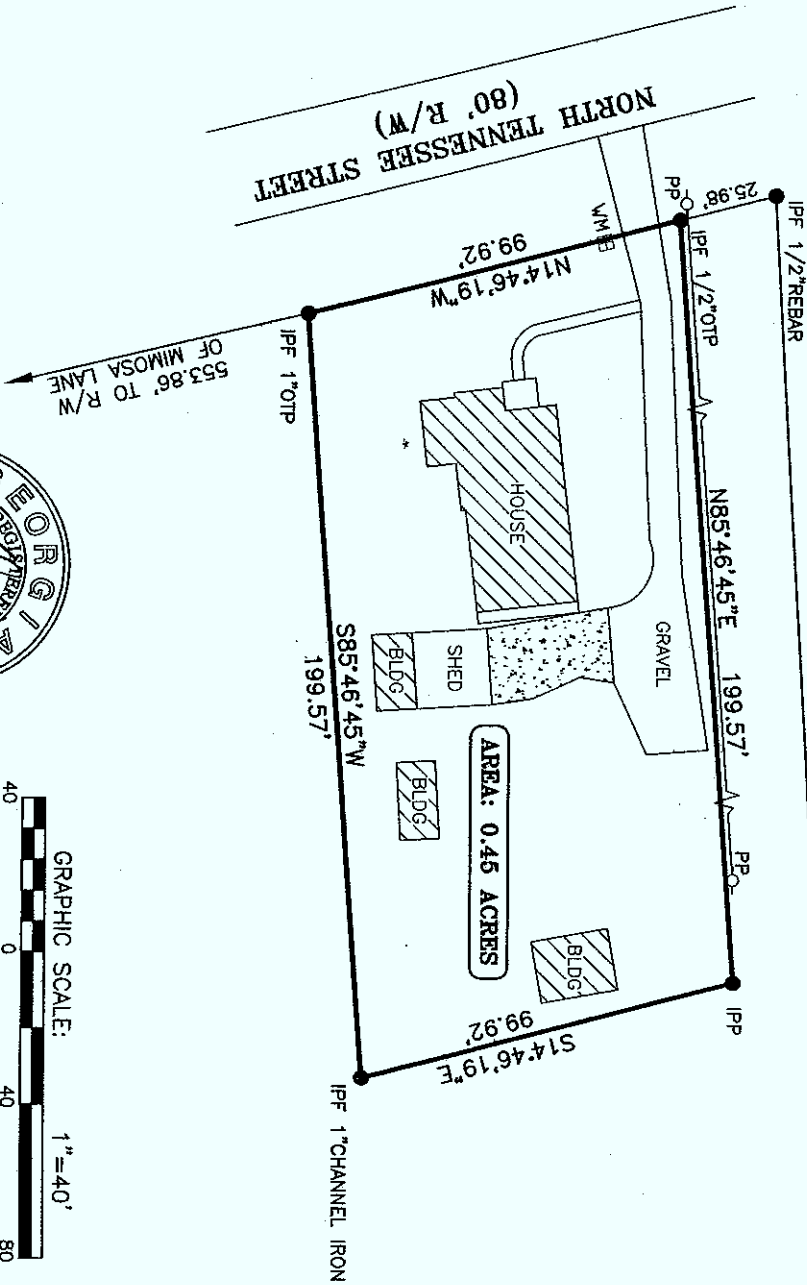
PREPARED BY:
HART, ROZIER & COONEY
LAND SURVEYING, INC.
137 N. ERWIN STREET, SUITE 104
CARTERSVILLE, GA 30120
PHONE: (770) 382-0993 FAX: (770) 387-1328



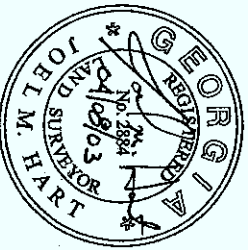
PROJECT INFORMATION	GENERAL SURVEY NOTES
FILE: 02-067	THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF 1 FOOT IN 10,000+ FEET, AN ANGULAR ERROR OF 05" PER POINT AND WAS NOT ADJUSTED. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 261,697 FEET.
DATE: 9/30/02	
SCALE: 1"=40'	
DRAWN BY:	
CHECKED BY:	

LEGEND
IPF - IRON PIN FOUND (AS NOTED)
OTF - IRON PIN PLACED (1/2" REBAR)
CTF - CRIMP TOP PIPE
STF - STEEL FENCE POST
CMF - CONCRETE MARKER FOUND
PP - POWER POLE
POWER LINE -
FENCE LINE -

SURVEY FOR:
RANDY B. BERREY
PROPERTY LOCATED IN:
LAND LOT 239, 4th DISTRICT, 3rd SECTION,
CITY OF CARTERSVILLE
BARTOW COUNTY, GEORGIA



PREPARED BY:
HART & ROZIER
LAND SURVEYING, INC.
137 N. ERMING STREET, SUITE 104
CARTERSVILLE, GA 30120
PHONE: (770) 382-0983 FAX: (770) 382-0983



PROJECT INFORMATION	GENERAL SURVEY NOTES:
FILE: 03-113	THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF 1 FOOT IN 10,000+ FEET, AN ANGULAR ERROR OF 06"
DATE: 4/08/03	PER POINT AND WAS NOT ADJUSTED. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 1,000,000+ FEET.
DRAWN BY:	
CHECKED BY:	



LEGEND
IPF - IRON PIN FOUND (AS NOTED)
IPP - IRON PIN PLACED (1/2" REBAR)
OTP - OPEN TOP PIPE
CTP - CRIMP TOP PIPE
SFP - STEEL FENCE POST
CAF - CONCRETE MARKER FOUND
PP - POWER POLE
POWER LINE -
FENCE LINE -



City of Cartersville

PLANNING AND DEVELOPMENT

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

File # **Z11-02**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

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

Berrey Properties Inc (Randy Berrey, representative) has made a rezoning request on the following properties: Approximately 1.2 acres located at 1009 and 1011 N. Tennessee Street in the 4th District, 3rd Section, Land Lot 239 from P-S to O-C.

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

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

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

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

TITLE: _____

DATE: _____



City of Cartersville

**City Council Meeting
5/5/2011 7:00:00 PM
Urban Redevelopment Plan**

SubCategory:	Public Hearing
Department Name:	Planning and Development
Department Summary Recommendation:	City of Cartersville staff has been working on a revision to the Urban Redevelopment Plan. The revision would amend the existing Northwest Industrial Area boundary to add the single tract of the former Goodyear plant property, located on Cassville Road. The property owner is aware of the proposed revision and is amenable to the amendment. Based on State DCA (Department of Community Affairs) procedures for amending the plan, a first public hearing will be held on May 5th. A second public hearing and proposed vote on a resolution to amend the plan will be held on May 19th.
City Manager's Remarks:	This item will add the NW Industrial area to the redevelopment plan. This is the first of two required public hearings.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

PLANNING AND DEVELOPMENT

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

MEMO

To: Mayor Santini & City Council
From: Richard Osborne
CC: Keith Lovell
Date: April 25, 2011
Re: Resolution to Amend the Adopted Urban Redevelopment Plan

City of Cartersville staff has been working on a revision to the Urban Redevelopment Plan, adopted by the Mayor and City Council on September 2, 2010. The revision would amend the existing Northwest Industrial Area boundary to add the single tract of the former Goodyear plant property, located at the intersection of Cassville Road (State Route 293) and Goodyear Avenue. The property owner is aware of the proposed revision and is amenable to the amendment.

The Urban Redevelopment Plan (URP) serves as a tool to support possible future public/private revitalization partnerships, infrastructure improvements, and other projects.

Adoption of the URP has allowed the City to successfully apply for State-designated nonresidential areas to be *Opportunity Zones*, areas in which businesses or industries which hire two (2) or more full-time employees can qualify for increased State job tax credits. As of April 2011, five (5) industries have been approved by the State Department of Community Affairs (DCA) for these credits.

Amending the URP would allow the City to apply to the State to add the former Goodyear plant property into the Northwest Industrial Opportunity Zone. The designated local areas would now be the following:

1. North Towne: includes Carter St north to Mary St, includes Douglas St and Gilmer St
2. Northwest Industrial: includes Spring City, Porter St, Redcomb Dr, former Goodyear plant property
3. South Industrial: includes S. Erwin St, Industrial Dr, Old Mill Rd, River Dr, South Bridge Dr

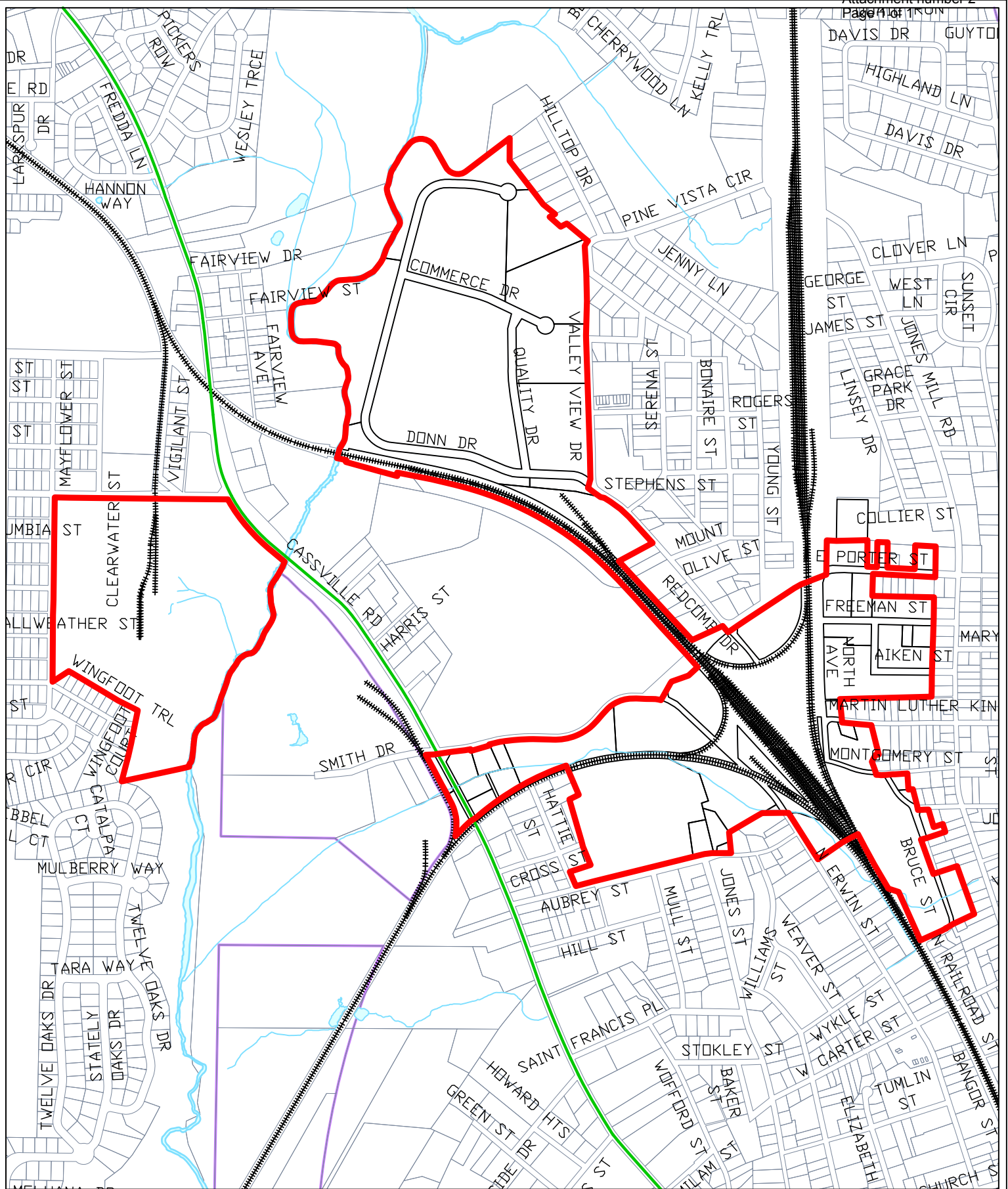


Exhibit "B"
Northwest Industrial Opportunity Zone



City of Cartersville

**City Council Meeting
5/5/2011 7:00:00 PM
Board of Zoning Appeals**

SubCategory:	Appointments
Department Name:	Planning and Development
Department Summary Recommendation:	As you are probably aware, the Board of Zoning Appeals (BZA) consists of seven members that were previously appointed at large by the City Council for three year staggered terms. The BZA hears variance applications to the Zoning Ordinance, Development Regulations, Sign Ordinance, and Landscape Ordinance. Per recent amendments to the Zoning Ordinance, after completion of their previous term, they will now be appointed by Mayor and Council members for staggered terms of four years, with exception of the Mayor's appointment, which will be for a two year term. The terms of four members will be expiring over the next couple of months. Ken Wilson and Gene McMillan expire this month (May), and Clifford Benham and Linda Brunt expire in June. Ken Wilson and Linda Brunt have noted that they are willing to continue serving if reappointed. Clifford Benham and Gene McMillan have both decided to retire from service. Louis Tonsmeire is recommending Ken Wilson for re-appointment representing the Ward 3 nomination. Dianne Tate is recommending Linda Brunt for re-appointment representing the Ward 5 nomination. Lindsey McDaniel is recommending Malcolm Cooley for appointment representing the Ward 4 nomination. Kari Hodge is recommending David Caswell for appointment representing the Ward 1 nomination.
City Manager's Remarks:	The appointments listed above to the Board of Zoning Appeals are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Caswell Daniel H
(last) (first) (middle initial)

Address 557 West Main Street Cartersville Ga
(street)

Email Address dcaswell@centurybanknet.com

Home Phone 770-382-9018 Cell Phone 770-547-2343

City Resident Yes ☒ No ☐ Ward 1 2 3 4 5
(if applicable)

Related Experience: Civic/Business/Other

- Former Member of Planning Commission
- Banker in Cartersville for 20 yrs
- President of Century Bank of Georgia
- Chairman Georgia Highlands College Board of Trustees

Personal References (list at least 3)

Keri Hodge

Denny Gilreath

Tom Lewis

Paul Battles

Camie Pendley

Position Information

Board/Commission applying for: Board of Zoning Appeals

Reason interested in position (please explain in space provided)

I was asked to serve. I am a life-long city resident and am
always willing to serve where needed.

Daniel Caswell
Applicant Signature

5/2/11
Date

Thank you for your interest in serving our community

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Cooley I Malcolm h.
(last) (first) (middle initial)

Address 21 Welford Street
(street)

Email Address mcsvsvu@hotmail.com

Home Phone (770) 382-4632 Cell Phone (770) 298-5060

City Resident Yes ☒ No ☐ Ward 1 2 3 4 5
(if applicable)

Related Experience: Civic/Business/Other

Warner Robins Leadership program
7 habits of highly effective people
Warner Robins Chamber of Commerce

Personal References (list at least 3)

Lindsey McDaniel Sr.
Neal Garrison, Warner Robins, GA
Dr. Joyce Jenkins, Fort Valley, GA

Position Information

Board/Commission applying for: Board of Zoning Appeals

Reason interested in position (please explain in space provided)

CONTRIBUTE TO the Community

Malcolm I Cooley I
Applicant Signature

Sat April 30, 2011
Date

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Collins Point Holding, LLC

SubCategory:	Easements
Department Name:	Administration
Department Summary Recommendation:	MEMO To: Mayor and City Council From: E. Keith Lovell Date: May 2, 2011 Re: Easement – Auto Zone Attached for review is an Easement between the City and Collins Pointe Holding, LLC regarding Auto Zone. In exchange for the easement, the owner wanted standard protection language from our use of the easement, in regards to maintenance and repair. Staff recommends approval. EKL/src
City Manager's Remarks:	Your approval of the referenced utility easement (authorizing the Mayor to sign it) relative to the Collins property located on North Tennessee St. is recommended.
Financial/Budget Certification:	N/A
Legal:	Prepared by City Attorney's Office
Associated Information:	N/A

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Collins Pointe Holding LLC, as Grantor, does hereby grant and convey unto the City of Cartersville, as Grantee, a municipal corporation of the State of Georgia (hereinafter referred to as "City"), its successors and assigns, a non-exclusive utility easement ("Easement") for the construction, operation, maintenance and use of utilities, utility infrastructure and related appurtenances across and upon the land described on "Exhibit A" attached hereto and made a part hereof ("Easement Area") which forms a part of the land owned by the undersigned commonly known as the Collins Pointe Shopping Center ("Grantor's Land") located in Land Lot 122 of the 4th District, 3rd Section of Bartow County, Georgia.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said utility infrastructure and related appurtenances therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the Easement Area for purposes that will not interfere with City's full enjoyment of the rights granted by this instrument. Grantor, however, must not therein erect or construct any building or other structure, drill or operate any well, locate any other utility infrastructure (except as permitted in Exhibit B), plant any trees, construct any reservoir or other obstruction of the Easement, or diminish or add to the ground cover in the Easement Area.

The City shall promptly restore any damage which it causes to Grantor's Land and/or the improvements thereon which may be suffered by reason of installation, maintenance, repair, use, replacement, removal, or alteration of said utility infrastructure and related appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this Easement shall not operate to vest in Grantor any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS: See "Exhibit B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned have hereunto set their hands and seals this _____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

Kathleen Arnold
Witness

Kelly A. Zeleak
Notary Public

June 15, 2013
My Commission Expires

COLLINS POINTE HOLDING LLC,
a Delaware limited liability company

Frederick A. Zantello
By

FREDERICK A. ZANTELO
Name EXECUTIVE VICE PRESIDENT

Title

KELLY A. ZELENAC
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jun, 15, 2013
Acting in the County of Oakland

Signed, sealed and delivered
in the presence of:

CITY OF CARTERSVILLE

Matthew J. Santini
Mayor

ATTEST:

Connie Keeling
City Clerk

The undersigned, the holder of a leasehold interest in a portion of Grantor's Land hereby acknowledges, consents to and agrees to recognize the foregoing Easement. The undersigned also agrees to indemnify and hold Grantor harmless from and against any and all claims related to such Easement during the term of such leasehold interest and agrees that the undersigned's leasehold interest in such land is subject to such Easement.

Signed, sealed and delivered
in the presence of:

AUTOZONE DEVELOPMENT
CORPORATION,
a Nevada corporation

Witness

By

Notary Public

Name

My Commission Expires

Title

EXHIBIT A

All that tract or parcel of land lying and being Land Lot 122 of the 4th District, 2nd Section of Bartow County, Georgia being an easement more particularly described on a survey for the City of Cartersville by David W. Shirley G. R. L. S. No. 2670, on March 15, 2011 and recorded in Plat Book _____, Page _____ in the office of the Clerk of Superior Court, Bartow County, Georgia.

EXHIBIT B

[Easement – City of Cartersville, Bartow County, Georgia]

1. Grantor shall have the right to use the Easement Area for parking, walkways, driveways, roadways, landscaping (including grasses and shrubs only) and signage purposes; and any items, systems or improvements existing in or on the Easement Area as of the date hereof shall be permitted (including the repair, restoration, redevelopment and/or replacement of same). Furthermore, Grantor may grant other easements within the Easement Area; provided, however, other parallel easements within the Easement Area shall not be permitted, but it is acknowledged and agreed that Grantor may cross the Easement Area with other easements and facilities provided proper clearances are maintained as determined by industry standard and applicable law.
2. Grantor may require City to relocate the Easement Area (and City's facilities) on Grantor's Land, at Grantor's sole cost and expense, on sixty (60) days advance written notice and delivery of payment; and upon such relocation, City shall execute and record a release of this Easement.
3. In exercising its rights under this Easement, City shall use best efforts to avoid interfering with commercial operations on Grantor's Land; and upon the completion of any work hereunder, the City shall promptly remove its debris from Grantor's Land.
4. In the event that the terms and conditions of this "Exhibit B" conflict with or are inconsistent with the terms and conditions of the form easement agreement to which this "Exhibit B" is attached, then the terms and conditions of this "Exhibit B" shall govern and control.
5. City shall not cause any lien to be filed against Grantor's Land. If such a lien is filed against Grantor's Land, City shall cause same to be discharged of record within 20 days of such filing.
6. City shall add Grantor as additional insured on its liability insurance policy while performing work in Easement Area. Grantor recognizes this provision will not be performed in cases of immediate need (such as emergency utility restoration or public safety).



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

Contract for Performing Services - Eddie Lee Wilkins Youth Association

SubCategory:	Contracts/Agreements
Department Name:	
Department Summary Recommendation:	This contract is for the Eddie Lee Wilkins Youth Summer Program for 2011. You will recall that the \$18,000 for their program this summer was included in the 2010-2011 budget.
City Manager's Remarks:	This contract is requested to be approved earlier than all other service contracts to allow the Wilkins group to access City funds relative to this summer's program. The City approved this in similar fashion in 2010. The funding for 2011 is the same as it was in 2010 (\$18,000). Your approval of this item is recommended.
Financial/Budget Certification:	Budgeted
Legal:	Contract was reviewed by the City Attorney
Associated Information:	E-verify and SAVE documents have been recieved

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as "City" and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as "Contractee."

WITNESSETH

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

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

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

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

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

The City of Cartersville will pay a total of \$18,000.00 for the Summer Program in 2011 in two (2) installments of \$9,000.00 per month. The first installment will be paid on or about June 3, 2011, and the second installment on or about July 7, 2011.

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

June 1, 2011– August 30, 2011

Section 4. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 5. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition Contractee will reimburse the City for any and all costs incurred by the City in

defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 6. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 7. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 8. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 9. All notices and accounting request should be sent to the following:

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

For the Contractee: Eddie Lee Wilkins, Executive Director
PO Box 722
Cartersville, GA 30120

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

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

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

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

Signed in the presence of:

Witness

BY: _____
Eddie Lee Wilkins
Executive Director, ELW Youth
Association, Inc.

Notary

BY: _____
Dawn M. Wilkins
Program Coordinator, ELW Youth
Association, Inc.

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

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

DAWN M. Wilkins

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

Eddie Lee Wilkins (ELW) Youth Association, Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

[Signature]
Signature of Applicant:

3/29/31
Date

DAWN M. Wilkins
Printed Name:

3/29/31

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF March, 2011

[Signature]
Notary Public

My Commission Expires:



Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

319045
EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth
BY: Authorized Officer or Agent Association, Inc.
(Contractor Name)

3/29/11
Date

Vice-President
Title of Authorized Officer or Agent of Contractor

JAWN M. Wilkins
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF March, 20 11

Notary Public

My Commission Expires:

April 21, 2012



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



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

Georgia Department of Transportation: Right of Way Agreements Regarding Main Street Gateway Project

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	These agreements are required by GDOT for right of way certification for Main Street Gateway and Main Street Gateway Landscaping in order to acquire GDOT funding. We recommend approval of these agreements.
City Manager's Remarks:	This is the 'boiler plate' agreement required for any GDOT project. Your approval of this one is recommended.
Financial/Budget Certification:	N/A
Legal:	Documents forwarded to Keith for review.
Associated Information:	N/A

**DEPARTMENT OF TRANSPORTATION
CITY RIGHT OF WAY AGREEMENT
ON-SYSTEM**

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

The DEPARTMENT will assist the CITY in constructing a PROJECT for the improvement of MAIN STREET GATEWAY as per attached sketch and designated as Project Number TSAP0-S008-00(271), hereinafter referred to as the "Project", a copy of said project sketch is on file at the appropriate District Office of the Department of Transportation, on which reference is hereby made for all purposes;

Therefore, in consideration of the mutual benefit to the parties derived from the construction, installation and operation of said improvements, the CITY agrees as follows:

The CITY agrees to furnish, before certification, documentation of good and sufficient title to the Department, if additional right of way is required, at no expense to the Department of Transportation, to provide sufficient right of way, necessary for the proper construction and maintenance of the above named project in accordance with pertinent agreements and regulations, according to the plans reviewed by the DEPARTMENT, including any drainage deemed necessary by the DEPARTMENT or its engineers, within the limits of said CITY.

The CITY agrees that when the above numbered project is advertised for letting, the CITY will arrange with various utility owners to place underground facilities that are approved to remain under the pavement in a satisfactory state of repair except where this phase of work is covered by separate agreements.

The CITY further agrees to assume responsibility for and cooperate with the Utility Owners in the moving, setting back, replacing or lowering of all customers' service connections, including gas lines, telephone lines, electric power lines, water mains and sanitary sewer connections to clear construction by one foot whether such facilities are publicly or privately owned except where this phase is covered by separate agreement. Additionally, the CITY will require stubs and headers to be installed to avoid future cutting of the pavement.

The CITY agrees to remove any existing structures or obstructions as provided in pertinent agreements, prior to advertisement for letting. and to prevent any future encroachments upon the right of way limits of said roadway not covered by permits duly issued by the DEPARTMENT or the CITY; and furthermore agrees, obligates and binds itself in accordance with Title 40 of the Georgia Code that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers or lights on the said right of way without written consent of the DEPARTMENT.

The CITY agrees that prior to, during and after completion of the construction of the above named Project, the CITY shall defend and hold harmless the Department of Transportation for any liability for direct or consequential damages resulting from personal injury, property damages, or inverse condemnation, except for that which is the result of the sole negligence of the Department of Transportation.

This Agreement is made and entered into in BARTOW County, Georgia, and shall be governed and construed under the Laws of the State of Georgia.

This the ____ day of _____, 20____.

Matt Santini, Mayor

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

I, _____, as Clerk of said CITY, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and that the Mayor of the City Council was authorized and directed to execute the same for and in behalf of said City Council.

Witness my hand and official signature, this ____ day of _____, 20____.

Connie Keeling, City Clerk

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

This is to certify, that in my opinion, the dedication of the road(s) named and described above is complete.

City Attorney Date

**DEPARTMENT OF TRANSPORTATION
CITY RIGHT OF WAY AGREEMENT
ON-SYSTEM**

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

The DEPARTMENT will assist the CITY in constructing a PROJECT for the improvement of MAIN STREET GATEWAY LANDSCAPING as per attached sketch and designated as Project Number 0010314, hereinafter referred to as the "Project", a copy of said project sketch is on file at the appropriate District Office of the Department of Transportation, on which reference is hereby made for all purposes;

Therefore, in consideration of the mutual benefit to the parties derived from the construction, installation and operation of said improvements, the CITY agrees as follows:

The CITY agrees to furnish, before certification, documentation of good and sufficient title to the Department, if additional right of way is required, at no expense to the Department of Transportation, to provide sufficient right of way, necessary for the proper construction and maintenance of the above named project in accordance with pertinent agreements and regulations, according to the plans reviewed by the DEPARTMENT, including any drainage deemed necessary by the DEPARTMENT or its engineers, within the limits of said CITY.

The CITY agrees that when the above numbered project is advertised for letting, the CITY will arrange with various utility owners to place underground facilities that are approved to remain under the pavement in a satisfactory state of repair except where this phase of work is covered by separate agreements.

The CITY further agrees to assume responsibility for and cooperate with the Utility Owners in the moving, setting back, replacing or lowering of all customers' service connections, including gas lines, telephone lines, electric power lines, water mains and sanitary sewer connections to clear construction by one foot whether such facilities are publicly or privately owned except where this phase is covered by separate agreement. Additionally, the CITY will require stubs and headers to be installed to avoid future cutting of the pavement.

The CITY agrees to remove any existing structures or obstructions as provided in pertinent agreements, prior to advertisement for letting. and to prevent any future encroachments upon the right of way limits of said roadway not covered by permits duly issued by the DEPARTMENT or the CITY; and furthermore agrees, obligates and binds itself in accordance with Title 40 of the Georgia Code that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers or lights on the said right of way without written consent of the DEPARTMENT.

The CITY agrees that prior to, during and after completion of the construction of the above named Project, the CITY shall defend and hold harmless the Department of Transportation for any liability for direct or consequential damages resulting from personal injury, property damages, or inverse condemnation, except for that which is the result of the sole negligence of the Department of Transportation.

This Agreement is made and entered into in BARTOW County, Georgia, and shall be governed and construed under the Laws of the State of Georgia.

This the ____ day of _____, 20____.

Matt Santini, Mayor

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

I, _____, as Clerk of said CITY, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and that the Mayor of the City Council was authorized and directed to execute the same for and in behalf of said City Council.

Witness my hand and official signature, this ____ day of _____, 20____.

Connie Keeling, City Clerk

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

This is to certify, that in my opinion, the dedication of the road(s) named and described above is complete.

City Attorney Date



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

Addendum to Agreement with Communit-Y Health Network

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Communit-Y Health Network (CHN) was hired for 2011 to provide wellness services for city employees covered under our health insurance plan. The original 2011 contract amount was \$121,600 paid in installments. CHN has offered the city a 10% discount if the city would prepay the remaining contract balance. The 10% discount would save the city \$5,985. I recommend approval of this contract addendum and the prepayment of \$53,865 to CHN.
City Manager's Remarks:	Paying this fee early gives the City a 10% discount. Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	Keith Lovell has reviewed the contract amendment.
Associated Information:	E-verify and SAVE documents are on file.

**Addendum to the Letter of Agreement
Delivery of Health Management Services
City of Cartersville, Georgia
May 5, 2011**

General

This addendum dated May 5, 2011 supplants only the payment terms as referred to in the existing Letter of Agreement, that was entered into on December 2nd, 2010, between the City of Cartersville, Georgia, a municipal corporation, and the Communit-Y Health Network (CHN).

Payment Terms

As of this date, the balance now due for this existing 2011 contract is \$59,850. Based on negotiations between both parties, the remaining balance of the existing 2011 contract will be discounted by 10% or \$5,985 and paid in full by May 6, 2011. The discounted amount due is \$53,865.

In the event of services not being received from CHN as outlined in the Letter of Agreement, that the city is entitled to a prorated refund based on the total contract of \$121,600 and the remaining number of days left in 2011 that services were not provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Cartersville, Georgia

Communit-Y Health Network

By:_____
Mayor: Matt Santini

By:_____
John H. Giles, CEO

Date:_____.

Date:_____.

ATTEST:_____
City Clerk: Connie Keeling

Date:_____.



City of Cartersville

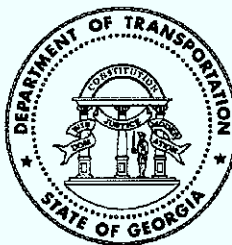
City Council Meeting

5/5/2011 7:00:00 PM

Georgia Department Of Transportation Airport Project Grant

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	The Cartersville-Bartow County Airport Authority has applied for and received a second grant from the Georgia Department of Transportation for an environmental assessment and completion of airport taxiway pavement reconstruction. The City Council previously approved the airport taxiway pavement reconstruction work done by Bartow Paving in the amount of \$373,210.94. This GDOT grant and the earlier grant that the City Council previously approved will help pay for 97% of the work, with the city and Bartow County paying the other 3%. The combined total of both grant projects is \$495,500.94 with the city/Bartow County match of \$15,256.94. The total amount of this grant project is \$179,544, and the local match is \$6,867. I recommend approval of this GDOT grant.
City Manager's Remarks:	Your approval of this grant is recommended.
Financial/Budget Certification:	This was not a budgeted item, but funds are available for this project.
Legal:	N/A
Associated Information:	N/A

Vance C. Smith, Jr., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

April 27, 2011

The Honorable Matt Santini
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

Dear Mayor Santini:

Enclosed for execution by the City of Cartersville are three (3) contracts for an Environmental Assessment and South Apron Rehabilitation – Part II at the Cartersville Airport in Cartersville, GA. This project contains \$170,567.00 of federal funds and \$2,110.00 of state funds with a local share of the cost being \$6,867.00.

Please have all three contracts signed and sealed by the City. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution. All three (3) contracts must be returned no later than **May 6, 2011**, to the address below. If there is any reason this date cannot be met, please contact Carla Sands immediately.

Return the contacts to: Georgia Department of Transportation
Division of Intermodal – Aviation
4005 Fulton Industrial Blvd.
Atlanta, Georgia 30336

If you have any questions, please contact Carla Sands, Aviation Project Manager at 404-505-4866.

Sincerely,

A handwritten signature in black ink, appearing to read "Harvey D. Keepler".

Harvey D. Keepler, Administrator
Division of Intermodal

HDK:CLC:jcn

Enclosures

Revised March 24, 2011

CONTRACT FOR CONSTRUCTION OF AIRPORT
AIRPORT PROJECT NO. AP011-9017-24(015)
PID - T004018

BARTOW COUNTY

LIMITED PARTICIPATION

STATE OF GEORGIA ** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
FULTON COUNTY EITHER BY HAND OR STAMP.

THIS AGREEMENT made and entered into this the _____ day of _____, 2011,
by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the
first part (hereinafter called "DEPARTMENT"), and the CITY OF
CARTERSVILLE(hereinafter called "SPONSOR"), who have been duly
authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of
certain work at a certain airport, and the SPONSOR agrees to contract
for all the materials and to perform all work and labor for said
purpose, the Project being more particularly described as follows:

Environmental Assessment and South Apron Rehabilitation - Part II
at the Cartersville Airport in Cartersville, GA

Now, therefore, in consideration of the premises and the mutual
covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity
with the provisions of this contract and the plans on Airport Project
No. AP011-9017-24(015) Bartow County, prepared (or approved) by the
Georgia Department of Transportation and in accordance with the Standard
Specifications, 2001 Edition, and the Supplemental Specifications and
Special Provisions contained in Attachment A, which are hereby made a
part of this Agreement as fully and to be the same effect as if the same
had been set forth at length in the body of this Agreement, and the
Federal Aviation Administration's Standards for Specifying Construction
of Airports, dated February 17, 1989.

The original plans and specifications are on file at the Office of the
Georgia Department of Transportation in Atlanta, Georgia and said plans
and specifications are hereby made a part of this Agreement as fully and
to be same effect as if the same had been set forth at length in the
body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to
furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set
of plans and specifications for said project, and to furnish to said
DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR
all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is One Hundred Seventy-Nine Thousand Five Hundred Forty-Four and 00/100 Dollars (\$179,544.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of Two Thousand One Hundred Ten and 00/100 dollars (\$2,110.00) and federal funds in the amount of One Hundred Seventy Thousand Five Hundred Sixty-Seven and 00/100 Dollars (\$170,567.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is One Hundred Seventy-Two Thousand Six Hundred Seventy-Seven and 00/100 Dollars (\$172,677.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its prorata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of Six Thousand Eight Hundred Sixty-Seven and 00/100 Dollars (\$6,867.00).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply and shall require its subcontractors to comply with the "TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS," dated March 22, 2011. A copy of the compliance document is available from the DEPARTMENT's Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration. All construction on this project shall be in accordance and compliance with the 2001 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated February 17, 1989, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until August 31, 2013, whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that the City of Cartersville is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF CARTERSVILLE, who has been duly authorized by the CITY OF CARTERSVILLE, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

Executed on behalf of

CITY OF CARTERSVILLE

This the _____ day
of _____, 2011

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

WITNESS FOR:
CITY OF CARTERSVILLE

This contract approved by
CITY OF CARTERSVILLE

at a meeting held at:

This the _____ day
of _____, 2011.

Clerk

Federal ID/IRS #

CARTERSVILLE AIRPORT
Cartersville, GA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP011-9017-24(015) Bartow
PID - T004018

Environmental Assessment and South Apron Rehabilitation - Part II

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FAA FUNDING	%	GDOT FUNDING	%
Part I Federal Project - FY09B Funds										
South Apron Rehabilitation Part II - Change Order 1 (AP011-9014-23(015))										
1		Graded Aggregate Base Course, 15" Thick	SY	2,900	\$ 16.63	\$ 48,227.00	\$ 45,815.65	95%	\$ -	0.0%
2		Undercut to Receive Additional 15" of Base	CY	134.26	\$ 61.88	\$ 8,308.01	\$ 7,892.61	95%	\$ -	0.0%
South Apron Rehabilitation Part II - Change Order 2 (AP011-9014-23(015))										
3		Undercut to Receive Additional 15" of Base	CY	73	\$ 61.88	\$ 4,540.14	\$ 4,313.13	95%	\$ -	0.0%
4		Graded Aggregate Base Course, 15" Thick	SY	1580.56036	\$ 13.45	\$ 21,258.54	\$ 20,195.61	95%	\$ -	0.0%
Part I Federal Project - FY09B Funds TOTAL						\$ 82,333.69	\$ 78,217.00		\$ -	
Part II Federal Project - FY10B Funds										
5		Graded Aggregate Base Course, 15" Thick	SY	952.43964	\$ 13.45	\$ 12,810.31	\$ 12,170.00	95%	\$ -	0.0%
Environmental Assessment										
6	Task 1	Prepare Environmental Assessment	EA	1	\$ 68,180.00	\$ 68,180.00	\$ 64,771.00	95%	\$ 1,704.50	2.5%
7	Task 2	Resource Agency Consultation and Review	EA	1	\$ 7,860.00	\$ 7,860.00	\$ 7,467.00	95%	\$ 196.50	2.5%
8	Task 3	Review of the Draft Environmental Assessment	EA	1	\$ 7,860.00	\$ 7,860.00	\$ 7,467.00	95%	\$ 196.50	2.5%
9		Project Administration	EA	1	\$ 500.00	\$ 500.00	\$ 475.00	95%	\$ 12.50	2.5%
Part II Federal Project - FY10B Funds TOTAL						\$ 97,210.31	\$ 92,350.00		\$ 2,110.00	
TOTAL PROJECT						\$ 179,544.00	\$ 170,567.00		\$ 2,110.00	

				<u>Fund Source</u>
TOTAL MAXIMUM OBLIGATION OF FEDERAL AND STATE FUNDS THIS CONTRACT:				
				\$ 78,217.00 FAA FY09B 22120
				\$ 92,350.00 FAA FY10B 22123
				\$ 2,110.00 FY11 State 01871
				\$ 172,677.00

Cartersville Airport Cartersville, GA

Exhibit A

**GDOT Project No. AP011-9017-24(015) Bartow
PID- T004018**

Scope of Work

Environmental Assessment

INTRODUCTION

An environmental assessment (EA) of the proposed improvements associated with the Runway 01 Extension, Safety Area, Terminal Area Construction and Land Acquisition at the Cartersville Airport will be conducted by the City of Cartersville. All required environmental documentation for the proposed development will be accomplished in accordance with the National Environmental Policy Act (NEPA) of 1969, 40 CFR Parts 1500 – 1508 Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) National Environmental Policy Act Implementing Instructions for Airport Actions Order 5050.4B and Environmental Impacts: Policies and Procedures FAA Order 1050.1E.

The purpose of this EA is to identify any key environmental issues that may subsequently become factors in the feasibility of the proposed development at the Cartersville Airport.

The Environmental Assessment (EA) will provide a detailed accounting of all impacts associated with the proposed project or action. The EA will address the proposed actions and alternative impacts on the affected environmental resources. Specifically, it will identify the purpose and need for the proposed action; define the proposed action; detail the reasonable alternatives considered, including the no action alternative; describe the affected environment of the airport property and surrounding areas; provide a discussion of the environmental consequences of the proposed action and reasonable alternatives; if necessary, identify any mitigation measures; provide for consultation with state and federal agencies, other organizations and interested parties; and provide the opportunity for a public hearing. The following is a brief description of the key elements that will be conducted by the City of Cartersville:

Task 1 – Prepare Environmental Assessment

Element 1- Purpose and Need: The proposed project will be described including the goals and objectives as well as its purpose and the public need for the project. Available

operational information and forecasts will be utilized in this section. An 8.5 by 11 copy of the most recently approved Airport Layout Plan will be included.

Element 2 - Proposed Action Statement

Element 3 - Alternatives Analysis: A comparative review of the viable alternatives and a no-build alternative will be provided. Statutory and regulatory requirements as well as environmental impacts will be discussed for each alternative. This section will also provide the reasoning for choosing the proposed project.

Element 4 - Affected Environment: An environmental inventory will be prepared for each impact category to describe the environmental setting. This will serve as the background for preparation of the Environmental Consequences element.

Element 5 - Environmental Consequences: The EA will address the consequences of the project impact on the following twenty one (21) environmental categories:

1. Air quality
2. Biotic communities
3. Coastal resources
4. Construction
5. Cultural resources (historic and archaeological)
6. Cumulative and direct impacts
7. Energy supply and natural resources
8. Farm land
9. Floodplains
10. Hazardous materials
11. Induced socioeconomic effects
12. Land use
13. Light emissions
14. Noise
15. Protected species
16. Section 4(f) lands/USC 303(c)
17. Social impacts/environmental justice
18. Solid waste
19. Water quality
20. Waters of the US (wetlands, streams and ponds)
21. Wild and scenic rivers

Task 2 – Resource Agency Consultation and Review

This task includes early coordination, agency review, public review, and public hearing (if requested). If a public hearing is requested, one person representing the environmental review will attend.

Task 3 – Review of the Draft Environmental Assessment

This task includes any necessary GDOT coordination meetings, submittal of one (1) draft EA to GDOT for review and comment. A revised version of the Draft EA will then be resubmitted to GDOT for review and release to send the EA through agency review as well as advertise a Notice of Opportunity for public hearing. A final EA will be prepared after agency review and the 30 day notice for the opportunity of a public hearing has past. This Final EA will incorporate agency and public comments and provide appropriate responses.

Deliverables: One (1) hardcopy of the draft EA

Three (3) hardcopies of the Final EA

Two (2) electronic copies of the Final EA (1 Word and 1 PDF)

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Department of Transportation
State of Georgia

April 27, 2011

SPECIAL PROVISIONS

AIRPORT PROJECT NO. AP011-9017-24(015) Bartow
Environmental Assessment and South Apron Rehabilitation - Part II at the
Cartersville Airport in Cartersville, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
107-1-01-SP	Legal Regulations and Responsibility to the Public
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

Date: May 21, 2010
September 24, 2002

First Use Date 2001 Specifications: November 1, 2002

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

(For State Aid Contracts Only)

Section 107—Legal Regulations and Responsibility to the Public

Delete Subsection 107.23.A and substitute the following:

107.23 Environmental Considerations

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In compliance with GEPA, those projects for which Federal funding is sought, and NEPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or a grant of more that \$250,000.00 is made by the State Agency to the municipality or County. The “responsible official of the government agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment.”

A. The Following Projects Would Not Significantly Adversely Affect The Quality Of The Environment:

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with state money would not be subject to environmental assessment of any kind. Hearing procedures outline in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
 - a. Modernization of an existing highway by resurfacing, restoration, rehabilitation, adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
 - b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correcting substandard curves and intersections within previously disturbed existing right-of-way.
 - c. Non-historic bridge replacement projects in existing alignment with no detour bridge.
2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.
3. Safety projects such as grooving, glazed screen, safety barriers, energy attenuators, median barriers, etc.
4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.
5. Construction of bus shelters and bays within existing right-of-way.
6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster of catastrophic failure to restore the highway for the health, welfare, and safety of the public.

B. The Following Projects May Not Significantly Adversely Affect The Quality Of The Environment:

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the “GEPA Investigation Studies” checklist.

The types of projects that would fall under the category, would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.
5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

C. The Following Projects May Significantly Adversely Affect The Quality Of The Environment:

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

D. EER Procedure:

GEPA calls for consideration of the “cumulative effect of the proposed government actions on the environment.....if a series of proposed government actions are related either geographically or as logical parts in a chain of contemplated actions.” Therefore, EER’s for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.
2. In compliance with GEPA the following shall be contained in the EER, at a minimum:
 - a. Cover sheet;
 - b. Executive summary;
 - c. Alternatives, including the no-build;
 - d. Relevant environmental setting; Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
 - e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
 - f. Unavoidable adverse environmental effects;
 - g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
 - h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
 - i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;

3. At least 45 days prior to making a decision as to whether to proceed with the undertaking, publish in the “legal organ of each County in which the proposed governmental action or any part thereof is to occur, notice that an environmental effects report has been prepared”.
4. The County or Municipality shall send a copy of the EER and all other comments to the Director, EPD.
5. The County or municipality shall make the document available to the public and agencies, upon request.
6. A public hearing will be held in each affected county if at least 100 residents of the State of Georgia request on within 30 days of publication in the legal organ of an affected County. The responsible official or his designee may hold a public hearing if less than 100 requests are received. (The county or municipality is not relieved of other State legal requirements of public hearings, however.)
7. Following the public notice period and/or public hearing, a summary of the document, comments received and recommendation as to whether to proceed with the action as originally prepared, to proceed with changes, or not to proceed will be prepared (Notice of Decision).
8. This decision document, when signed by the responsible official, will be sent to the director, EPD, and an abbreviated notice of the decision will be published in the legal organ of each County in which the proposed governmental action or any part thereof is to occur.

Any mitigation measures identified in the EER will be incorporated into the final project plans.

Date: May 29, 2001
First Use Date 2001 Specifications: November 1, 2002

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Section 109—Measurement & Payment
(City/County Contracts)**

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.



City of Cartersville

**City Council Meeting
5/5/2011 7:00:00 PM
Amendments to Cartersville Pension Plan**

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	The Retirement Board recommends that the following changes be approved to the Cartersville Pension Plan: 1. Buyback Benefit at Termination (Section 6.9) - In 2001, the city changed the waiting period to join the Pension Plan from age 21 with one year waiting period, to age 18 with a six month waiting period. The amendment will give employees an option to purchase this "lost" time. The buyback will not have any adverse affect on the Pension Plan as the employee will be paying the cost. 2. Terminal Pay (Section 6.10) - When an employee leaves employment with the city, their vacation payout will be processed through the Pension Plan. This change will save the city 7.65% in FICA and Medicare costs and will not have any negative effect on the employee. The only additional cost that the city will pay is some minor additional actuarial calculation costs, depending on how many individuals choose to buyback their time. I recommend approval of this plan change.
City Manager's Remarks:	These recommmended changes make sense to, both, our employees and the pension plan. The changes have been approved by the Board and are recommended for your approval.
Financial/Budget Certification:	See above
Legal:	
Associated Information:	N/A

PLAN DOCUMENT
FOR
THE CITY OF CARTERSVILLE PENSION PLAN

Effective January 1, 1967
Restated as of April 28, 2011

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ARTICLE 1

General

Section 1.1	Introduction
Section 1.2	Definitions
Section 1.3	Construction

- 1.1 Introduction: The City of Cartersville, Georgia, a municipal corporation, adopted an ordinance to provide a pension and retirement system for eligible Employees of the City and related governmental entities effective January 1, 1967, which has been amended from time to time. This restatement of the City of Cartersville Pension Plan is effective January 1, 1989.

All rights and benefits of an Employee whose Termination of Employment, as herein defined, occurred prior to January 1, 1989, shall be determined solely by the provisions in effect at the time of that Termination of Employment unless otherwise specifically provided herein.

- 1.2 Definitions: Where following words and phrases appear in this document, they shall have the meanings stated below:

- (a) Accrued Benefit: Accrued Benefit means, on any date of determination, the Normal Retirement Benefit computed under Section 6.1 on the basis of the Participant's Average Monthly Compensation and the number of years of Benefit Accrual Service as of that date.

The Accrued Benefit is expressed as a monthly benefit payable at Normal Retirement Date.

- (b) Actuarial Equivalent: The equivalent value as determined on the basis of an interest rate of seven percent (7%) per annum compounded annually, and a mortality table for Participants constructed by using 1983 Group Annuity Mortality Table.
- (c) Age: The actual attained age of a Participant as of any applicable date.
- (d) Average Monthly Compensation: The average monthly Compensation received by a Participant during the last 36 consecutive months or highest 3 years out of the last 10 years prior to his Termination of Employment affording the highest such average. In the event a Participant is on a Leave of Absence (except for military leave), that period will not be included in the averaging period.
- (e) Beneficiary: A individual or legal entity designated to receive payments or any death benefit arising under this Plan upon the death of a Participant or Beneficiary as provided in Article VIII.
- (f) Benefit Accrual Service: As defined in Article V.

Compensation: For calendar years starting on or after January 1, 2006, "Compensation" shall mean the base compensation paid to a Participant by the Employer, as reflected in the Employer's payroll records, and Earnings shall also include compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), and contributions picked-up under Code Section 414(h). Total Compensation will not exceed base compensation that would have been paid to the Participant by the Employer if there had been none of the above deductions (401(k), 403(b), Code Sections 124, 132(f)(4), or 414(h)).

Effective for plan years beginning after December 31, 1992 and before January 1, 1996, the maximum Compensation to be included for any purpose under the Plan is \$200,000 per year. As of January 1 each year on or after January 1, 1993 and before January 1, 1996, the applicable limitation as determined by the Commissioner of Internal Revenue for that calendar year shall become effective as the maximum Compensation to be taken into account for Plan purposes for that calendar year in lieu of the \$200,000 limitation set forth in the preceding sentence. Commencing with the Plan Year beginning January 1, 1996, the maximum Compensation to be included for any purpose under the Plan shall not exceed \$150,000, adjusted for cost-of-living, as provided by Section 401(a)(17) of the Internal Revenue Code.

The earnings of a Participant for any year taken into account under the Plan for any Plan Year beginning prior to January 1, 2002 shall not exceed Two Hundred Thousand Dollars (\$200,000) or for any Plan Year beginning on or after January 1, 2002 shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)).

- (g) Disability Retirement: A physical or mental condition which totally and presumably permanently prevents a Participant from engaging in any substantially gainful employment and which entitles the Participant to receipt of a Social Security Disability Insurance Benefit under the Social Security Act; provided, however, if a Participant is not covered by Social Security, either through the Employer or through any other employer, the Pension Board shall determine the Participant's Disability in accordance with the provisions of the following:
 - (a) Whenever such a Participant not covered by Social Security files an application for a Disability Retirement Pension with the Pension Board, the Participant shall submit therewith a signed certificate from a licensed practicing physician of Georgia certifying to the Disability of such Participant. Promptly thereafter the Pension Board shall order the Participant to be examined by a physician to be named by the Board who likewise shall certify the physical ability or disability of the Participant. The Pension Board shall pay for the fees and expenses of such physician. In the event the certificates of the respective physicians generally agree upon Disability, such facts shall be conclusive as to the physical condition of the Participant and the Pension Board shall grant a Disability Retirement Pension in accordance with Section 4.4 of the Plan Document for the City of Cartersville Pension Plan. In the event the certificates of the aforesaid physicians disagree as to whether the Participant is

disabled, then under these circumstances that question shall be submitted to a third physician selected by the Pension Board. The medical opinion of the third physician, after examination of the Participant and consultation with the other two physicians, shall decide such question. The Participant and the Pension Board shall share the fees and expenses of the third physician equally.

- (b) Notwithstanding any other provision of this Section, no Participant shall qualify for a Disability Retirement Pension if the Pension Board determines that the Participant's Disability results from (i) self-addiction to alcohol or narcotics, (ii) an injury suffered while engaged in a felonious or criminal act or enterprise or (iii) service in the Armed Forces of the United States which entitles the Participant to a veteran's disability pension; but this provision shall not prevent the Participant from qualifying for a Pension under another provision of the plan.
- (c) The Pension Board may adopt such rules as it deems necessary to administer the provisions of this Section and such rules shall be applied uniformly and consistently to all Participants in similar circumstances.
- (h) Early Retirement Date: The first day of any month on or following the earlier of a Participants' fifty-fifth (55) birthday and after ten (10) years of Vesting Service or 10 years prior to their first Eligibility for an Unreduced Retirement Benefit but not prior to age 50.
- (i) Effective Date: The original Effective Date of this plan which is January 1, 1967. This restatement of the Plan is effective January 1, 1989.
- (j) Employee: Any person who is employed by the Employer on a regular full-time basis with an employment type "regular full time" in the city's payroll system or the equivalent classification in any successor payroll system.
- (k) Employer: The City of Cartersville
- (l) Fund: The total of all deposits credited to the Plan increased by any amounts added or credited to the Fund and decreased by any amounts withdrawn from or charged against the Fund.
- (m) Normal Retirement Benefit: The amount of monthly retirement benefit described in Article VI which a Participant is eligible to receive from this Plan if the Participant continues as an Employee until Normal Retirement Date.
- (n) Normal Retirement Date: The first day of the month on or immediately following a Participant's sixth-fifth (65) birthday with ten (10) years of Vesting Service.
- (o) Participant: An Employee who meets the requirements of Article II with the exception that the City Manager may choose whether or not to be a Participant.
- (p) Plan: The City of Cartersville Pension Plan.

- (q) Plan Administrator: The Employer.
 - (r) Plan Year: The twelve-consecutive-month period for maintaining records for this Plan beginning each January 1 and ending each December 31.
 - (s) Retirement Board: As defined in Article X.
 - (t) Termination of Employment: The retirement, resignation or other voluntary or involuntary cessation of an Employee's employment with the Employer.
 - (u) Vesting Service: As defined in Article V.
- 1.3 Construction: Whenever herein used, the masculine gender shall include the feminine gender and, if applicable, the singular shall include the plural. The words "hereof", "herein", "hereunder" or any other compounding of the word "here" shall mean and refer to the entire Plan rather than to any particular provision or section of this Title, unless specifically delineated as such.

ARTICLE II

Participation

Section 2.1	Commencement of Participation
Section 2.2	Termination of Participation
Section 2.3	Reinstatement of Participation
Section 2.4	Leave of Absence

2.1 Commencement of Participation: Each Employee shall become a Participant in the Plan on the first day of the month coinciding with or next following the date on which he shall have:

- (a) completed six (6) consecutive months of employment with the Employer; and
- (b) attained eighteen (18) years of age.

Prior to September 1, 2001 the following requirements applied. Each Employee became a Participant in the Plan on the first day of the month coinciding with or next following the date on which he shall have:

- (a) completed one year of employment with the Employer; and
- (b) attained twenty one (21) years of age.

Employment is deemed to have begun on the first day of the month if the employee commenced working on or before the first non holiday weekday of the month as indicated by the employment policy of the Employer.

2.2 Termination of Participation: A Participant shall cease to be a contributing Participant hereunder on the day of his Termination of Employment. A person's participation in the Plan shall end when he or she is no longer employed by the Employer if he or she is not entitled to either an immediate or deferred retirement benefit under the Plan.

2.3 Reinstatement of Participation: An Employee who ceases to be a contributing Participant according to Section 2.2 hereof and who subsequently returns to employment as an Employee shall be reinstated as a Participant and shall resume Participant contributions:

- (a) immediately following such return as an Employee if he left his Participant contributions in the Fund upon his Termination of Employment, or
- (b) immediately following such return as an Employee if he received his Participant contributions in the Fund upon his Termination of Employment. An Employee who received a lump sum upon termination has 12 months to return his lump sum with interest compounded at five percent (5%) or his Credited Service will not include the period of prior employment.

- 2.4 Leave of Absence: Any leave of absence authorized by the Employer will be granted under uniform rules so that all Participants under similar circumstances will be treated alike. In the case of a leave of absence due to service in the Armed Forces of the United States, the Employee must return to active employment with the Employer within the periods prescribed under the re-employment provisions of Title 38, Chapter 43, of the United States Code. Within five (5) years of the Employee's return to active employment from a leave of absence due to military service, the Employee may contribute the Participant contributions that were not made during his leave of absence in order to receive credit for Vesting Service and Benefit Accrual Service while on leave.

ARTICLE III

Contributions

Section 3.1	Contributions by the Employer
Section 3.2	Contributions by Participants
Section 3.3	Return of Contributions
Section 3.4	Direct Rollover of Certain Contributions

- 3.1 Contributions by the Employer: The Employer shall make contributions to the Fund in such amounts and at such times as shall be necessary to provide the benefits set forth herein and in accordance with the provisions of any law applicable to the Plan. Subject to the provisions of Section 3.3 hereof, all contributions made by the Employer to the Fund shall be used to reduce future Employer contributions and shall be used solely for the exclusive benefit of Participants and their Beneficiaries and to defray reasonable expenses of the Plan or Fund. Forfeitures arising because of death or Termination of Employment before a Participant becomes eligible for a benefit from the Plan or arising for any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to Participants. Employer contributions shall be deposited in the Fund in such amounts as the Retirement Board in conjunction with the annual actuarial examination shall determine necessary to keep the Fund actuarially sound, subject to the appropriation of funds by the Employer.
- 3.2 Contributions by Participants: As a condition of employment, each Participant shall be required to contribute toward the cost of the Plan in an amount equal to three and one-tenth percent (3.1%) of the Participant's Compensation. From October 11, 1990 to August 26, 1991, the Participant contribution percent was three percent (3%). Prior to October 11, 1990, the Participant contribution percent was two percent (2%).
- (a) Voluntary contributions are not permitted.
 - (b) The contributions of each Participant shall be deducted from the Participant's pay and deposited in the Fund.
 - (c) A Participant will not be permitted to withdraw his contributions prior to actual Termination of Employment.
 - (d) Effective Jun 20, 1985, Participant contributions are "picked up" by the Employer as described in 414(h)(2) of the Internal Revenue Code and will be treated as being paid by the Employer in determining tax treatment.
- 3.3 Return of Contributions: The Retirement Board shall return to the contributing Employer or Participant a contribution made by the Employer or Participant due to mistake of fact if the Retirement Board determines that such mistake existed at the time of the contribution and the contribution is returned within twelve (12) months of the date it was made.

3.4 Direct Rollover of Certain Distributions:

- (a) This Section applies to certain distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under the Article, a distributee may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) The following definitions apply to the terms used in this Section:
 - a. An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income;
 - b. An "eligible retirement plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity;
 - c. A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse; and
 - d. A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (c) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:
 - (a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made

for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); or (iii) the portion of any distribution that is not includable in gross income.

- (b) An "Eligible Retirement Plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Distributee's Eligible Rollover Distribution; provided, however, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is only such an individual retirement account or individual retirement annuity.
- (c) A "Distributee" includes an employee or former employee. In addition, the employee's surviving spouse is a Distributee with regard to the interest of the spouse.
- (d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- (e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars (\$200) during a year, such payment may not be directly rolled over.

ARTICLE IV

Benefit Eligibility

Section 4.1	Normal Retirement
Section 4.2	Early Retirement
Section 4.3	Late Retirement
Section 4.4	Disability Retirement
Section 4.5	Vested Termination of Employment Prior to Retirement
Section 4.6	Non-Vested Termination
Section 4.7	Special Early Retirement

- 4.1 **Normal Retirement:** An active Participant who attains his Normal Retirement Date shall be one hundred percent (100%) vested in his Normal Retirement Benefit. A Participant may retire from service upon reaching his Normal Retirement Date or he may postpone his retirement and remain in service after his Normal Retirement Date, in which event the provisions of 4.3 shall be applicable.
- 4.2 **Early Retirement:** An active Participant who attains his Early Retirement Date shall be 100% vested in his Accrued Benefit.
- 4.3 **Late Retirement:** A Participant who works past his Normal Retirement Date shall be 100% vested in his Accrued Benefit and shall be retired on the first day of the month after the Retirement Board receives his written application to retire.
- 4.4 **Disability Retirement:** A Participant shall be eligible for a Disability Retirement Pension if their employment is terminated prior to their Normal Retirement Date by reason of Disability after they are vested in the pension plan. Payment of a Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability, as long as the following conditions are met.
- (a) Employee's medical condition occurred or became symptomatic during the time they were employed in an employee/employer relationship with the employer (City of Cartersville);
 - (b) Employee was totally and permanently disabled at the time they terminated employment; and
 - (c) Employee has not been employed with any other employer after such termination.

The Pension Board shall have the right at intervals of not less than one year, prior to a Participant's Normal Retirement Date, to require proof of continuing Disability, such as to require the Participant to submit proof of receipt of Social Security Disability Benefits or, in absence of that, to require an examination of any Participant receiving a Disability Retirement Pension; provided, however, for purposes of this Section, a Participant's Normal Retirement Date shall be no earlier than their sixty-fifth (65th) birthday with 10

years of vesting service; or fifty-fifth (55th) birthday with 25 years of vesting service; or fiftieth (50th) birthday with 20 years of vesting service for police and fire personnel. In the event such Participant is found not to be suffering from a Disability, the Pension Board shall, after hearing evidence thereon and giving the Participant opportunity to be heard, discontinue such Participant's Disability Retirement Pension. In the event such Participant receiving a Disability Retirement Pension refuses to submit to a physical examination after thirty (30) days notice to report for such examination or to supply proof, of continuing Disability, the Pension Board shall discontinue payments of the disability Retirement Pension until the Participant submits to such examination or supplies such proof, and the Participant shall be deemed to have forfeited their Pension during the time of refusal.

Following certification that a Participant's Disability has ceased, in accordance with the foregoing provisions of the preceding paragraph, the following rules shall apply:

- (a) Such Participant shall not be prevented from qualifying for a Pension under another provision of the Plan based only upon their vesting service, benefit accrual service and compensation prior to their Disability Retirement; and
- (b) Any such participant shall not receive vested service or benefit accrual service for their period of Disability and any Pension payments received during their Disability period shall be disregarded.

Workers' Compensation Benefits - Further notwithstanding any other provisions of the Cartersville Pension Plan, if at the time of retirement a participant is receiving payments under the provisions of the Georgia Workers' Compensation Law which are being paid at the expense of the city, the amount of pension payable under the plan shall be reduced by the amount being received as workers' compensation. This reduction shall continue as long as the retired participant is receiving workers' compensation, and upon discontinuance of workers' compensation payments, the offset shall be eliminated and the retired participant shall be entitled to receive sums as calculated under the terms of the pension plan. No such reduction shall operate to reduce the sums payable under the provisions of the Cartersville Pension Plan below \$200.00 per month.

The cost of providing a disability retirement option shall be paid by the City, in lieu of providing long-term disability insurance coverage for employees vested in the Pension Plan.

Effective on September 1, 2003, all City of Cartersville personnel that are vested in the Cartersville Pension Plan have the option to apply for disability retirement if they meet the above guidelines.

- 4.5 Vested Termination of Employment Prior to Retirement: A Participant whose Termination of Employment occurs prior to eligibility for a normal or early retirement shall be 100% vested in his Accrued Benefit if he has completed ten (10) years of Vesting Service.

A Participant is always 100% vested in his Participant contributions.

- 4.6 Non-Vested Termination: If a Participant completes less than ten (10) years of Vesting Service as of his Termination of Employment, then his Participant contributions without interest thereon shall be payable to him after his Termination of Employment. Upon receipt of such payment, the Participant's years of Benefit Accrual Service and Vesting Service shall be canceled for all periods before the payment.
- 4.7 Special Early Retirement: A special early retirement benefit shall be calculated using the formula described in Section 6.1, except that three years shall be added to the age, Benefit Accrual Service and Vesting Service of the Participant. Reduction for early commencement of benefits shall be as described in Section 6.2. Payments shall commence as of February 1, 1997. If the "adjusted" age of a Participant who retires under the provision of this Section 4.7 is less than age 55, the benefit is calculated as if payable at the earliest commencement age, but the benefit shall commence as of February 1, 1997.

On or about December 1, 1996, each eligible Participant shall be notified of his eligibility for the special early retirement benefit and the requirements for his election to receive said benefit. Each such eligible Participant shall be required to advise the Plan Administrator in writing of his election on or after December 1, 1996 but no later than January 31, 1997, on such form of forms provided by the Plan Administrator. Such form shall set forth the special early retirement date selected by the Participant, provided that such early retirement shall occur on or after December 1, 1996 but not later than January 31, 1997. Failure by an otherwise eligible Participant to affirmatively elect by January 31, 1997 to be covered by the special early retirement benefit shall constitute an irrevocable waiver of such right.

If a Participant who retires pursuant to Section 4.7 subsequently returns to employment as an Employee, his retirement benefit hereunder shall cease. Upon his subsequent retirement or termination of employment, his retirement benefit shall be based upon his age, Vesting Service, and Benefit Accrual Service before and after his retirement under this Section 4.7 without regard to the modifications herein. However, in no event shall the retirement benefit of a Participant upon his subsequent retirement or termination of employment be less than the retirement benefit he was receiving or would have been receiving under this Section 4.7 if a Participant who returns to employment hereunder dies in active service, the spouse's benefit payable, if any, shall be determined in accordance with Article VIII without regard to the modifications in this Section 4.7.

ARTICLE V

Service

- Section 5.1 Vesting Service
- Section 5.2 Benefit Accrual Service

- 5.1 Vesting Service: Vesting Service will be credited upon completion of 1,000 hours of service within a 12 consecutive month vesting computational period, which aside from the first and last 12 months of employment is the Plan Year. Vesting Service will include only service completed while an Employee of the Employer.
- 5.2 Benefit Accrual Service: Benefit Accrual Service is the elapsed period of time from a Participant's Participation in the plan to the date service is being determined. Service will be calculated in completed calendar months. Benefit Accrual Service will include only service completed while an Employee of the Employer. Calendar months start on the first non holiday weekday of the month and end on the last non holiday weekday.

ARTICLE VI

Benefits

- 6.1 Normal Retirement
- 6.2 Early Retirement
- 6.3 Late Retirement
- 6.4 Vested Termination of Employment Prior to Retirement
- 6.5 One-Time Increase
- 6.6 Disability Retirement
- 6.7 Court Ordered
- 6.8 Special Retirement Benefits
- 6.9 Buyback Benefit at Termination
- 6.10 Terminal Pay

6.1 Normal Retirement: A Participant's Normal Retirement Benefit is a monthly benefit payable upon his Normal Retirement Date equal to 2% of his Average Monthly Compensation multiplied by his years of Benefit Accrual Service.

6.2 Early Retirement: A Participant's benefit payable due to Early Retirement is determined as follows:

- (a) A Participant who retires from active service after attaining age fifty-five (55) with twenty-five (25) or more years of Vesting Service shall be entitled to his Accrued Benefit payable as of the first of the month coincident with or next following his Termination of Employment. Prior to August 26, 1991, a Participant who retired from active service after attaining age fifty-five (55) with thirty (30) or more years of Benefit Accrual Service shall be entitled to his Accrued Benefit payable as of the first of the month coincident with or next following his Termination of Employment.
- (b) A Participant who retires from active service on an Early Retirement Date with less than twenty-five (25) years of Vesting Service (or less than thirty (30) years of Benefit Accrual Service prior to August 26, 1991) shall be entitled to his Accrued Benefit payable as of his Normal Retirement Date. However, the Participant may elect to receive a reduced benefit commencing on the first day of any month coincident with or following his Early Retirement Date. In that case, the Participant's benefit shall be equal to his Accrued Benefit reduced by three percent (3%) a year (.25% a month) for each of the first five years and by six percent (6%) a year (.50% a month) for each of the next five years (years six through ten) for which the commencement date precedes the earlier of the Participant's Normal Retirement Date or the date he would have attained age 55 with 25 years of Vesting Service (or age 55 with 30 years of Benefit Accrual Service prior to August 26, 1991).
- (c) Effective on September 1, 2003, all police and fire personnel have the option to retire at age 50 with a minimum of 20 years of vested service with a monthly annuity equal to 2% of the employee's average monthly compensation multiplied by their years of benefit accrual service. Every vested police and fire personnel

with a minimum age of 50 years can retire with less than 20 years of vested service at a reduced benefit. The monthly benefit would be equal to the employee's accrued benefit reduced by 7% a year for each year in which the termination date precedes the date the employee would have attained 20 years of vested service. At termination date, the employee would be required to decide what retirement option to take and to pay into the pension plan all required contributions in order to be eligible to retire under the selected retirement option.

The entire cost to fund this early retirement at age 50 with 20 years of vested service is to be paid by all personnel of the police and fire departments. Each member will have to contribute the equivalent of 5 years of the increased member contribution of this program prior to retirement.

Employee's within the police and fire department who elect to retire early under this retirement option, are eligible to continue insurance coverage under the city's medical, dental and life insurance plan, but must pay the entire insurance premium between the age of 50 and 55. A retiree under this early retirement option who elects not to continue participation with the city's insurance provider would relinquish their right to all future insurance coverage through the city.

- 6.3 Late Retirement: A Participant's benefit payable upon late retirement shall be calculated by the formula for computing the Normal Retirement Benefit as described in Section 6.1 hereof, using years of Benefit Accrual Service as of his Termination of Employment and the greater of the following for Average Monthly Compensation:
- (a) The Participant's Average Monthly compensation as of his Normal Retirement Date, and
 - (b) The Participant's Average Monthly compensation as of his Termination of Employment.
- 6.4 Vested Termination of Employment Prior to Retirement: A terminated Participant with a deferred vested benefit may elect either:
- (a) To receive, in one lump sum, an amount equal to his total Participant contributions without interest. In such event, the Participant's Accrued Benefit shall be canceled. If such a Participant subsequently returns to the service of the Employer and does not exercise his option to return contributions as provided in Section 7.6, he shall be deemed a new Employee. If such a Participant subsequently returns to the service of the Employer and exercises his option to return contributions as provided in Section 7.6, he shall be deemed a Participant upon the first day of the month coincident with or next following the date of his rehire.
 - (b) To leave his Participant contributions in the Fund and retain 100% of his Accrued Benefit.

If a Participant elects to leave his contributions in the Fund under Section 6.4(b), then his Accrued Benefit is payable as of his Normal Retirement Date. However,

such Participant may elect to receive a reduced benefit on the first day of any month coincident with or following his Early Retirement Date (or the date which would have been his Early Retirement date and he remained an active Participant). In that case, the Participant's benefit shall be the Actuarial Equivalent of his Accrued Benefit reduced for the number of years and months the benefit commencement date precedes age 65. Other provisions apply to retirements prior to the effective date of this document.

- 6.5 One-Time Increase: Effective April 1, 1995, a one-time increase shall be made to Participant's and Beneficiaries' benefits in payment status if the Participant retired prior to 1992. The increase shall be (i) equal to \$5 per month per each year that the Participant's year of retirement preceded 1992, with a maximum of \$75 per month, and (ii) payable for the life of the Participant, or if the Participant elected a joint and survivor annuity, for the life of the Participant and the Beneficiary.

Effective April 1, 2001, Cartersville City Council approved a one-time cost of living increase so that each retiree would receive \$10.00 per month for each year that the participant has been retired up to a maximum of \$80.00 per month for each year that the participant has been retired.

- 6.6 Disability Retirement: A Participant's Disability Retirement Benefit is a monthly benefit payable upon their Disability Retirement Date equal to 2% of their Average Monthly Compensation multiplied by their years of Benefit Accrual Service.
- 6.7 Court Ordered: A Participant's benefit payable as determined in a binding Court Order, that has been approved by the City of Cartersville and by a United States Federal or State Court judge.
- 6.8 Special Retirement Benefits: The Board may, from time to time with Council approval, offer benefit enhancements, or the opportunity to retire under specified terms and conditions to an Employee or group of Employees.
- 6.9 Buyback Benefit at Termination: Any Employee Employed on December 31, 2010 or hired or rehired subsequent to that date is eligible for a Buyback Benefit. The Buyback Benefit will allow the participant to purchase additional service at Termination or Retirement. The service will be limited to the total of (a) and (b) following:
- (a) The additional service they would have had if at their date of hire Eligibility was defined as 18 years and 6 months of service.
 - (b) The additional service they would have had if they had repaid their employee contributions with interest when they were rehired.

Only complete months of service can be bought, but any fraction up to the limit of (a) plus (b) can be purchased. The benefit formula is the same as used for the Benefit the participant has elected to receive. The money used to buyback the benefit will be in all other ways treated as Employee Contributions. The cost of Buyback Benefits will be computed as the Actuarial Equivalent in Section 1.2 (b), except that in the case of a Termination who is not retiring, there will be no mortality prior to the Normal Retirement age.

- 6.10 Terminal Pay: Effective June 1, 2011 Terminal Pay of Eligible Employees (accrued vacation and any other post termination compensation) will be paid in a lump sum from the Plan. In the event the Participant is under age 55, the payment will be increased by an amount necessary to make the after tax pay equivalent to the after tax pay they would receive if: their federal tax bracket was 15%, and their state tax bracket was 6%.

ARTICLE VII

Forms of Payment

Section 7.1	Normal Form of Payment
Section 7.2	Optional Forms of Payment
Section 7.3	Conditions Relative to the Form of Payment
Section 7.4	Distribution Limitations
Section 7.5	Reemployment of a Retired Participant
Section 7.6	Reemployment of a Terminated Participant Without Contributions in the Fund

- 7.1 Normal Form of Payment: The normal form of payment for benefits under the Plan shall be a modified cash refund annuity, payable in monthly installments ending with the last monthly payment before the Participant's death. Under this annuity form, a lump sum amount is paid to the Beneficiary upon the death of the Participant equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued until the date that payments commenced (accrued at a rate of four percent (4%) per annum), exceeds the sum of the annuity payments made to the Participant prior to his death. Interest will be credited as follows: contributions made during each completed calendar year will get ½ a year of simple interest. Accumulated contributions at the beginning of the year will get a full year of interest. Accumulated contributions during the year of Termination, Retirement or Death will get ½ a year of interest if the termination is in the first half of the year and a full year of interest if the termination is in the second half of the year.
- 7.2 Optional Forms of Payment: In lieu of the normal form of payment as described in Section 7.1, a Participant may elect to receive his benefit under one of the following optional forms of payment which are the Actuarial Equivalent of the benefit payable under the normal form of payment.
- (a) Twenty (20) Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 240 monthly payments will be made to the Participant and his Beneficiary.
 - (b) Ten (10) Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 120 monthly payments will be made to the Participant and his Beneficiary.
 - (c) Five (5) Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 60 monthly payments will be made to the Participant and his Beneficiary.
 - (d) Joint and 100% Survivor Annuity: A benefit payable during the Participant's life and, after his death, payable during the life of, and to, the Beneficiary named by him when he elected the option.

- (e) Joint and 75% Survivor Annuity: A benefit payable during the Participant's life and, after his death, payable at three fourths (3/4) the rate paid to him during the life of, and to, the Beneficiary Named by him when he elected the option.
- (f) Joint and 50% Survivor Annuity: A benefit payable during the Participant's lifetime and, after his death, payable at one-half (1/2) the rate paid to him during the life of, and to, the Beneficiary named by him when he elected the option.

7.3 Conditions Relative to the Form of Payment:

(a) Restrictions on Optional Forms of Payment:

- (1) An optional form of payment may not be chosen if it provides monthly payments to the Beneficiary which will exceed the monthly payments to the Participant or if it provides monthly payments to the Beneficiary, other than the Participant's spouse, where the Actuarial Equivalent of the payments expected to be made to the Participant is less than 50% of the Actuarial Equivalent of the total payments expected to be made under such optional form. These payments will end with the last monthly payments preceding the death of the Beneficiary.
- (2) Upon the later of the death of the Participant and the death of the Beneficiary, a lump sum amount is paid equal to the amount, if any, by which the balance of the Participant contributions, with accrued interest (accrued at a rate of four percent (4%) per annum), exceeds the sum of the annuity payments made to the Participant and the Beneficiary.

(b) Electing an Optional Form of Payment: A Participant may elect any one of the optional forms of payment described in Section 7.2 subject to the following:

- (1) The Participant must file a written notice specifying the form to be elected and naming his Beneficiary, where applicable; and
- (2) Such notice must be filed at least 90 days before the Participant's retirement date or 90 days after such Participant receives written notice of the available election, if later.

(c) Change in Election: A Participant may elect to change the form of payment, the designated Beneficiary or the amount payable to the Beneficiary by filing written notice of such change with the Plan Administrator at least 90 days prior to his retirement date or 90 days after such Participant receives written notice of the available elections, if later. The Plan Administrator may require that the Participant's spouse co-sign any election made by the Participant.

(d) Death: If a Participant shall have elected an optional form of retirement income; and

- (1) If the Beneficiary shall die and the Participant shall notify the Plan Administrator of the death before the start of Participant's retirement income payments, the election shall be void.

- (2) If the Beneficiary shall die after commencement of an optional form of payment but before the death of the retired Participant, such Participant shall continue to receive the income payable to that Participant in accordance with such election.
- (3) If the Participant dies before the date the election of the option becomes effective, the election shall be void.
- (4) Death benefits will be paid in accordance with Article VIII.

7.4 Distribution Limitation: Notwithstanding any other provision of this Plan, all distributions from this Plan shall conform to the regulations issued under Section 401(a)(9) of the Internal Revenue Code, applicable to Governmental Plans, as defined in Section 414(d) of the Internal Revenue code, including the incidental death benefit provisions of Section 401(1)(9)(G) of the Internal Revenue Code. Further, such regulations shall override any plan provision that is inconsistent with Section 401(a)(9) of the Internal Revenue Code.

7.5 Reemployment of a Retired Participant:

- (a) Benefits Cease: The retirement benefit payable from the Plan to any retired Participant shall cease as of the first date of reemployment, if such Participant is reemployed as an Employee. Retirement benefits shall resume as of the first day of the month following Termination of Employment. Such cessation or suspension of retirement benefit payable shall not affect the payment of retirement benefits after the death of a reemployed Participant under any optional form of payment which shall at that time be in effect.
- (b) Contribution Resume: Upon the reemployment of a retired Participant as an Employee, he shall be required to make Participant contributions toward a retirement benefit in accordance with the provisions of Section 3.2 hereof.
- (c) Benefits Redetermined: The amount of the retirement benefit to be paid upon the subsequent Termination of Employment of a Participant described in Section 7.5(a) shall be redetermined on the basis of the increased service, Age, and contributions. The Plan's formula for computing a retirement benefit in effect at the time of each Termination of Employment shall apply to determine each portion of the Participant's retirement benefit attributable to Years of Benefit Accrual Service earned since the preceding Termination of Employment. In any case where the payment of a retirement benefit which was reduced on account of early retirement is suspended on account of reemployment, the amount of the retirement benefit to be paid on subsequent Termination of Employment shall also be determined so that the amount of reduction made for early retirement on the previous retirement date will be adjusted to reflect the duration of the period for which the benefit is suspended.
- (d) Part Time or Consultant Employment: If a Retired Participant is paid by the Employer in any fashion (including as a consultant) excluding severance said Monthly Retirement Benefit shall be suspended as of the date of their Return to Service. For the purposes of this sub section (d) a Return to Service occurs at the earlier of when a Retired Participant has received compensation of any sort for a period of six months

or has been compensated in excess of 1,040 hours. The Retirement Benefit will then recommence the first of the month coincident with or following the termination of compensation.

- 7.6 Reemployment of a Terminated Participant Without Contributions in the Fund: If a Participant terminates employment with 1 year of Benefit Accrual Service, receives a lump sum distribution of his employee contributions without interest and later returns to service as an Employee of the Employer, then the Participant may repay the contributions, subject to the following in order to receive credit for prior service.
- (a.) The period of time between the Participant's termination of employment and his rehire is less than or equal to five years after July 1, 1997, and/or more than five years if the period of time between the Participant's termination of employment and his rehire occurred prior to July 1, 1997.
 - (b.) The individual must repay his total Participant contributions with interest at the rate of 5% per year, compounded annually from the date the distribution was made from the Plan until the date of repayment.
 - (c.) The individual must repay his total Participant contributions with interest within 12 months following his re-employment. However, a participant actively employed with the Employer on July 1, 1997, the effective date of this Section 7.6, may repay his contributions for prior service within the 60 days following July 1, 1997.

ARTICLE VIII

Death Benefits

Section 8.1	Death Benefit While an Active Participant
Section 8.2	Death Benefit after Termination of Employment
Section 8.3	Designation of Beneficiary

8.1 Death Benefit While an Active Participant: If a Participant dies while an Employee, the Plan pays the death benefit explained below.

- (a) If the Participant was married at the time of their death and had completed ten (10) years of Vesting Service, then the surviving spouse can elect one of the following benefits.
 1. If the Participant has met the requirements of Normal Retirement or unreduced Early Retirement under this Plan, (unreduced Early Retirement is for Police and Fire age 50 with a minimum of 20 years of service; age 55 with minimum of 25 years of service; or age 65 with a minimum of 10 years of service), the Plan pays the spouse a monthly annuity calculated at 100% spousal formula rate as in the living benefit. The benefit shall begin on the first of the month following the date of the Participant's death, with the provision that upon the death of the spouse, a lump sum is paid to the spouse's beneficiary equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued to the date of death of the Participant at the rate of four percent (4%) per annum, exceeds the sum of the annuity payments previously made to the spouse.
 2. If the Participant has not met the requirements of Normal Retirement under this Plan, a monthly annuity equal to 50% of the Participant's Accrued Benefit as of the date of the Participant's death payable to the spouse. The benefit shall begin on the first of the month coincident with or next following the later of the date the Participant would have reached age 55, with the provision that upon the death of the spouse, a lump sum is paid to the spouse's beneficiary equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued to the date of death of the Participant at the rate of four percent (4%) per annum, exceeds the sum of the annuity payments previously made to the spouse.
 3. A lump sum payment equal to the Participant contributions made by the Participant plus interest accrued until the date of the Participant's death at the rate of four percent (4%) per annum.
- (b) If the Participant's death occurs where a benefit is not payable under Section (a.), the Participant's Beneficiary shall receive a lump sum payment equal to the Participant contributions made by the Participant plus interest accrued until the date of Participant's death at the rate of four percent (4%) per annum.

- 8.2 Death Benefit after Termination of Employment: If the Participant's death occurs after Termination of Employment but before benefit payments have begun, the Participant's Beneficiary shall receive a lump sum payment equal to the Participant contributions made by the Participant, plus interest accrued until the date of the Participant's death at the rate of four percent (4%) per annum.

If the Participant's death occurs after benefit payments have begun, the death benefit will be determined by the form of payment option in effect at the time of death.

- 8.3 Designation of Beneficiary: There is no requirement to designate a beneficiary prior to retirement. The Beneficiary is the Participants Spouse, if any. If there is no spouse any guaranteed payments which otherwise would be paid to a Beneficiary upon the death of the Participant will be discounted and paid in one sum to the executors or administrators of the Participant's estate. At retirement a participant may designate a Beneficiary other than their spouse only if electing a Period Certain benefit.

ARTICLE IX

Maximum Benefits

The maximum annual benefit payable to a Participant under the Plan shall be subject to the limitations set forth in Section 415 of the Code and any regulations issued there under. If a Participant is a participant in any qualified defined contribution plan required to be taken into account for purposes of applying the combined plan limitations contained in Section 415(e) of the Code, then for any year the sum of the defined benefit plan fraction and defined contribution plan fraction, as such terms are defined in said Section 415(e), shall not exceed 1.0. If for any year the foregoing combined plan limitation would be exceeded, the benefit provided under this Plan shall be reduced to the extent necessary to meet that limitation.

ARTICLE X

Administration of Plan

Section 10.1 Retirement Board

Section 10.2 Powers and Duties of Retirement Board

10.1 Retirement Board:

- (a) The general administration of the plan and the responsibility for carrying out the provisions of this division are hereby vested in a retirement board. Such board shall be composed of five (5) members; three (3) of whom shall be participating employees whom shall be elected as follows one (1) from the Police and Fire Departments, one (1) from the Gas, Electric and Water and Sewer Departments and one (1) from the Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Departments. The elected participating employees shall serve three-year staggered terms or until their successors are elected. The other two (2) members shall be the city manager and the city finance director whose terms shall be equivalent to their employment in those capacities. Current board members terms will expire upon passage of this ordinance. A new election will then be held for the three (3) employee board members, whose terms will expire as follows: Police and Fire Department board member term will expire in three (3) years; Gas, Electric and Water and Sewer Departments board member term will expire in two (2) years; Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Department board member term will expire in one (1) year. Thereafter, an election will be held on the Tuesday after the first Monday in November of every year for one board member.
- (b) The board shall elect a chairman from among its members. The board shall also appoint a secretary who shall keep all records of its meetings and actions and execute in behalf of the board any paper or instrument when so required by the board.
- (c) The board members shall serve without pay but shall be entitled to reimbursement for all reasonable and necessary disbursements made or expenses incurred by them in the performance of their duties. The board may be authorized to compensate the secretary in an amount approved by the mayor and council.
- (d) No member shall be personally liable by virtue of any contract, agreement, bond or other instrument or undertaking made or executed by him as a member of the board, nor for honest mistakes of judgment, nor for any loss unless resulting from his own willful misconduct; and no member shall be liable for the act of neglect, omission or wrongdoing of any other member, or for those agents or counsel of the board.
- (e) The city shall hold the Retirement Board harmless from and shall indemnify the members for the consequences of their acts or omissions and conduct in their official capacity, including the cost of litigation and counsel fees, except for such act, omissions or conduct for which such member is liable under subsection (d).

- (f) Meetings of the board shall be held at such times and places as the majority of the members shall from time to time determine. A majority of the membership shall constitute a quorum, and all decisions, acts and resolutions of the board shall be by an affirmative vote of at least three (3) members.
- (g) When a vacancy occurs or exists on the board, the remaining members, provided that they are not less than three (3), are authorized to perform all functions of the board. However, vacancies on the board shall be filled as expeditiously as possible.
- (h) The city attorney is the legal advisor to the board.

10.2 Powers and Duties of Retirement Board:

- (a) The Retirement Board shall have the duties expressly provided or implied under the provisions of this division, and in addition thereto, the following to:
 - (1) Holding meetings upon, notice, as may from time to time be required.
 - (2) Maintain adequate age, service and salary records on all employees participating under the plan and any other related data that may be necessary in the administration of the Plan and in the effective operation thereof, such data to be furnished to the board by the city.
 - (3) Pass upon applications for benefits, verify the qualifications of the applicants for benefits, and authorize the payment of benefits by the trustee.
 - (4) Keep a detailed record of all benefit payments and other expenditures made pursuant to the provisions of the Plan to the persons qualifying for such payments, to the end that all financial transactions will be properly accounted for.
 - (5) Make and enforce uniform nondiscriminatory rules and regulations for the efficient administration of the Plan and resolve any questions or interpretations that may arise in connection with the Plan.
 - (6) Employ actuarial and other technical assistance necessary during the operation of the Plan in connection with the determination of cost and liabilities.
- (b) The board shall pay the expenses for technical assistance as provided in paragraph (a)(6) and for expenses for the Fund established in Section 11.1, but in no case may the funds be diverted from investments for any use other than the Plan.
- (c) The board shall establish any necessary rules and procedures for the administration of the Plan and the conduct of their meetings as they deem advisable. The decisions and rules of a majority shall be final and binding on all parties and shall not be subject to appeal.
- (d) The board shall annually or as often as requested transmit to the city and the members a report showing the financial condition of the Plan.

ARTICLE XI

Administration of the Trust Fund

Section 11.1 Establishment of Employee Fund

Section 11.2 Investment of Trust Fund

11.1 Establishment of Employee Fund: The Retirement Board shall maintain a Fund into which the contributions of each Participant and of the employer shall be paid, which Fund shall comprise a trust fund held for and in behalf of all Participants and beneficiaries thereof. The Retirement Board shall designate a custodian to hold the Fund as the assets of the Plan by entering into a custodial agreement with the entity designated.

11.2 Investment of Trust Fund:

- (a) By the Retirement Board: All contributions made to the Fund pursuant to this Plan shall be paid to the custodian and, except as herein otherwise provided, shall be held, invested and reinvested without distinction between principal and income, in such securities or in such other property, real or personal, wherever situated, as the Retirement Board shall deem advisable, including, but not limited to, real property, shares of stock, common or preferred, whether or not listed on any exchange, participation's in mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership. The custodian shall hold and retain all the property and assets of the Fund, including income from investments and from all other sources, for the exclusive benefit of the Participants and their Beneficiaries, as provided herein, and for paying the costs and expenses of administering the Plan or Fund, to the extent that the same are not paid by the Employer.
- (b) By Investment Manager: The Retirement Board may enter into one or more agreements for the appointment of one or more Investment Managers to supervise and direct the investment and reinvestment of a portion or all of the Fund in accordance with the provisions of this Plan in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Retirement Board. As a condition to its appointment, an Investment Manager shall acknowledge in writing that it is a fiduciary with respect to the Fund. An Investment Manager so appointed shall be an Investment Advisor registered pursuant to the Investment Advisor's Act of 1940, a bank as defined in such Act or an insurance company which is qualified to manage the assets of employee benefit plans pursuant to the laws of more than one state. The custodian shall be bound by the supervision and direction of the Investment Manager, unless and until the Retirement Board amends or revokes the appointment or authority of the Investment Manager. An Investment Manager shall have sole investment responsibility for that portion of the Fund which it has been appointed to manage. An Investment Manager shall receive such reasonable compensation chargeable against the Fund as shall be agreed upon by the Retirement Board. The Retirement Board may revoke an agreement with the Investment Manager at any time by thirty (30) days' written notice to the Investment Manager. Any Investment Manager may resign by thirty (30) day's written notice to the Retirement Board.

ARTICLE XII

Modification or Discontinuance of the Plan

Section 12.1 Right to Amend or Terminate

Section 12.2 Change of Benefits or Suspension of Contributions

- 12.1 Right to Amend or Terminate: The City of Cartersville, Georgia, expects and intends to maintain the Plan in force indefinitely, but necessarily reserves the right to change or discontinue the Plan at any time.
- 12.2 Change of Benefits or Suspension of Contributions: At any time and from time to time, the Plan may be changed in whole or in part, or the contributions of the Employer may be suspended.

ARTICLE XIII

Miscellaneous

Section 13.1	Misstatement in Application for Retirement Benefit
Section 13.2	Missing Persons
Section 13.3	Non-Alienation of Benefits Exceptions
Section 13.4	Plan Not a Contract of Employment
Section 13.5	Payment to Minors and Incompetents
Section 13.6	Additional Participating Employers

- 13.1 Misstatement in Application for Retirement Benefit: Upon discovering that an Employee or Participant has provided any incorrect information to the Retirement Board or has omitted to provide needed information to the Retirement Board, his contributions and retirement benefit shall be adjusted on the basis of the correct facts as the Retirement Board directs. The amount of any previous underpayments or overpayments to such Participant shall be adjusted by said Participant's succeeding payments.
- 13.2 Missing Persons: If the Retirement Board is unable to pay any benefit from the Fund because the identity or whereabouts of a Participant or Beneficiary cannot be ascertained, the Retirement Board may direct that such benefit and all further benefits with respect to such person shall be suspended until such person is located. If state law provides that a missing Participant shall be treated as deceased, a death benefit shall be paid to the beneficiary or estate of the Participant as though the death of the Participant had occurred on the date when the benefit was first suspended according to the preceding sentence.
- 13.3 Non-Alienation of Benefits Exceptions: No benefits which shall be payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishment, encumbrance or charge. This Section 13.3 shall not apply to any benefit payable with respect to a Participant pursuant to a domestic relations order as defined in the Internal Revenue Code.
- 13.4 Plan Not a Contract of Employment: This Plan shall not be deemed to constitute a contract of employment. This Plan has no affect on a person's right to become an Employee. This Plan has no affect on an Employee's rights, duties or obligations related to his status as an Employee.
- 13.5 Payment to Minors and Incompetents: If a person who is entitled to any payment through this Plan is a minor or is incompetent, the Retirement Board shall direct said payments to be paid to the legal representative of the estate of the minor or incompetent person.

13.6 Additional Participating Employers:

- (a) If any entity is now or becomes associated with the Employer, the Retirement Board may include the employees of that entity in the membership of the Plan. In that event, the Retirement Board shall determine to what extent, if any, credit and benefits shall be granted for previous service with the entity, but subject to the continued qualification of the trust for the Plan as tax-exempt under the Internal Revenue Code.
- (b) Any entity associated with the Employer may terminate its participation in the Plan upon appropriate action by it, in which event the funds of the Plan held on account of Participants in the employ of that entity shall be held as part of the Fund.

IN WITNESS WHEREOF, the City has caused the Plan to be executed effective as of the date mentioned above.

Adopted this 28th day of April 2011 by the Pension Board.

Signature – Marty Cornwell

Signature – Bobby Elliott

Signature – Sam Grove

Signature – Bob Jones

Signature – Tom Rhinehart



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Employment Learning Innovations, Inc.

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Purchase of materials for workplace sensitivity training from Employment Learning Innovations, Inc. (ELI). Purchase training materials to complete workplace sensitivity/employment law training for all City of Cartersville employees with cost not to exceed \$24,000.
City Manager's Remarks:	Your approval of the purchase of these training materials is recommended.
Financial/Budget Certification:	Non-budgeted item
Legal:	N/A
Associated Information:	E-verify and SAVE documents are attached

Affidavit Verifying Status for City Public Benefit Application

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

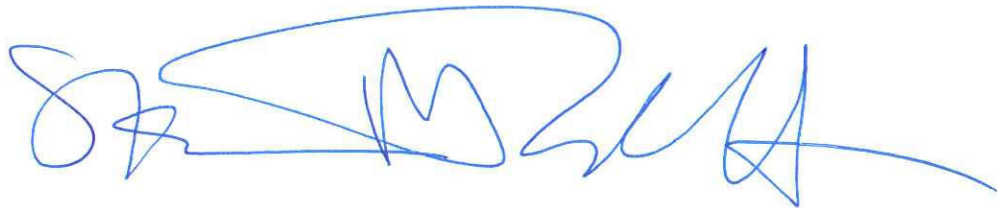
Stephen M. Paskoff for Employment Learning Innovations, Inc.

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

1) ☒ I am a United States Citizen.

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

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



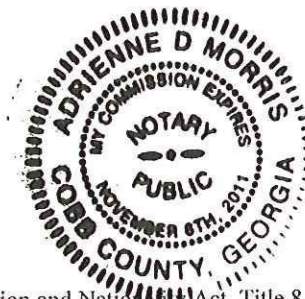
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF May, 2011

Notary Public

My Commission Expires:

Adrienne D. Morris
11-06-11



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

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

228139
EEV/Basic Pilot Program* User Identification Number

Stephen M. Paskoff
BY: Authorized Officer or Agent
(Contractor Name)

5-2-11

Date

President and CEO
Title of Authorized Officer or Agent of Contractor

Stephen M. Paskoff
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
2nd DAY OF May, 2011

Adrienne D. Morris
Notary Public

My Commission Expires:
11-06-11



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



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
North Node Emergency Generator

SubCategory:	Bid Award/Purchases
Department Name:	Fiber Department
Department Summary Recommendation:	The Fiber Department has a need to install an emergency generator with automatic power transfer in case of electrical outages at our North Node, 279 Industrial Park Road. The electronics at the North Node supports some of our larger customer such as Linde Corp., Harbin Clinic, Bartow County Fire Headquarters and multiple electric sub-station sites. We have about thirty minutes of battery backup but if power is not restored within that time all service is interrupted. Materials and labor to install a Kohler 14 kW, natural gas generator is \$7,899.99. This unit is identical to the unit we have at the Reservoir Hill tower on Morningside Drive. This unit will be purchased and primarily installed by city personnel.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item in the Fiber Department budget.
Legal:	N/A
Associated Information:	E-verify and SAVE documents are on file.



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Dell Computer Server & Software

SubCategory:	Bid Award/Purchases
Department Name:	Fiber Department
Department Summary Recommendation:	A new server needs to be purchased primarily to operate our Cogsdale utility billing and Great Plains accounting system, and also will be used to run our GIS system. The primary computer server for our utility billing and accounting system has not been upgraded in over 7 years and processing speeds for daily transactions on the current server have slowed down. With the upgrade to version 10 of Cogsdale to take place in June, and the need to have a reliable backup, I recommend the purchase of a new Dell server for \$26,910.30 and operating software for \$6,588.72. Total cost of both items is \$33,499.02.
City Manager's Remarks:	Your approval of the purchase of the new server (totalling \$33,499.02) is recommended for your approval.
Financial/Budget Certification:	Budgeted funds available in Fiber and 2007 SPLOST funds.
Legal:	N/A
Associated Information:	E-verify and SAVE documents on file.



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Sugar Valley Road Relocation

SubCategory:	Bid Award/Purchases
Department Name:	Gas Department
Department Summary Recommendation:	It is necessary to relocate our facilities in conflict with Bartow County's road project on Sugar Valley Road. The cost of tapping and stopping to relocate our existing facilities on Sugar Valley Road is \$10,450. This work requires specialized equipment and training and is performed by only one company in the southeast. I recommend accepting the quote from SJ Patterson Company.
City Manager's Remarks:	Your approval of this relocation project to SJ Patterson in the amount of \$10,450.00 is recommended for your approval.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	E-verify and Save are attached.

Memorandum

To: Gary Riggs

From: Rodney Reynolds

Date: April 26, 2011

Re: Sugar Valley Road Widening (County)
Cartersville Project No. CP-09-002

The Gas System is required to relocate the existing gas facilities in conflict with the above road project. This operation requires special equipment, tools and services to complete six taps and stops necessary to the relocation. SJ Patterson Company is the fitting manufacturer's representative that provides these skills in the southeast. SJ Patterson has submitted a total cost of \$10,450.00 to complete the six taps and stops required for this project. Attached is a detailed list of the costs.

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S. J. Patterson Company

240 South Lake Hills Rd.
Talladega, AL 35160

ESTIMATE

Date	Estimate #
4/11/2011	1058

Name/Address
City of Cartersville Gas System Post Office Box 1390 Cartersville, GA 30120

Item	Description	Qty	Cost	Total
4500DL	4" Double Short Stop 500 Plugging Application	1	4,000.00	4,000.00
1999	2" Single Short Stop 60 Plugging Application	1	1,250.00	1,250.00
4500S	4" Single Short Stop 275 Plugging Application	1	3,000.00	3,000.00
2001	2" Double Short Stop 60 Plugging Application	1	1,400.00	1,400.00
4000	Travel Charge Per Trip	2	400.00	800.00
	Sales Tax		0.00%	0.00
T.D. WILLIAMSON PRODUCTS			Total	\$10,450.00

Signature _____

Phone #	Fax #	E-mail
205-612-1067	256-268-5613	sjpatterson.biz@gmail.com

Item # 17

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

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

Stephen Judson Patterson

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

S J Patterson Company

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

Stephen Judson Patterson

Signature of Applicant:

Date

Stephen Judson Patterson

Printed Name:

4-11-2011
4-11-2011

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

11 DAY OF April, 2011

Rebecca J. Patterson

Notary Public

My Commission Expires:

My Commission Expires 3-15-2014

*

Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

310765
EEV/Basic Pilot Program* User Identification Number
Stephen Judson Patterson
BY: Authorized Officer or Agent
(Contractor Name)

April 11, 2011
Date

President
Title of Authorized Officer or Agent of Contractor
Stephen Judson Patterson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

11 DAY OF April, 20 11

Rebecca Jo Patterson
Notary Public

My Commission Expires:

My Commission Expires 3-15-2014

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



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

New Roof on Lift Stations at Water Polution Control Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 4-28-11 Subject: Roof at the Primary and Secondary Lift Stations The roof on the WPCP Primary and Secondary lift stations are in need of replacement. Bids were taken to do this replacement. The bids were as follows: • Elite Roofing of GA \$7,882.00 • Benchmark Roofing Systems \$15,625.00 • Allen's Roofing \$18,878.00 I recommend that we award this contract to Elite Roofing of Georgia in the amount of \$7882.00 to provide materials and installation of the new roof. This will be paid for from the budget.
City Manager's Remarks:	Low bid as recommended above to Elite Roofing is recommended.
Financial/Budget Certification:	This will be paid for from the budget.
Legal:	N/A
Associated Information:	Save and E-Verify documents are attached.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

406756 COMPANY ID / ASH1131
EEV/Basic Pilot Program* User Identification Number

ELITE ROOFING OF GA
BY: Authorized Officer or Agent
(Contractor Name)

4/27/11
Date

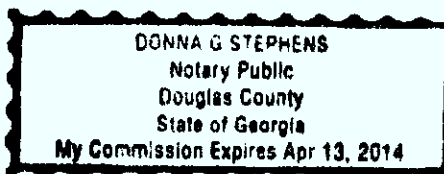
owner
Title of Authorized Officer or Agent of Contractor

Allison Shipp
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21 DAY OF April, 20 11

Donna Stephens
Notary Public
My Commission Expires: 4/3/14



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

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

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

Allison Shipp

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

ELITE ROOFING OF GA LLC

[Name of business, corporation, partnership]

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

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

Allison Shipp
Signature of Applicant

4-27-11
Date

Allison Shipp
Printed Name:

4-27-11

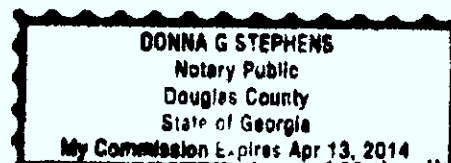
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF April, 2011

[Signature]
Notary Public

My Commission Expires: 4/13/14

*
Alien Registration number for non-citizens



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



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Upgrade Solids Collector for Water Treatment Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 4-19-2011 Subject: Upgrade Solids Collector for WTP The clari-track units in the settling basins at the water plant run automatically to remove settled mud. These control units are failing and we cannot get parts to rebuild them. We want to change them to a single PC controlled unit. This will replace 5 units. Bids were taken to do this replacement. The bids were as follows: • Masters Electornics LLC \$14,500.00 • M/R Systems \$16,446.00 • Baker Technical \$18,878.00 I recommend we award this contract to Masters Electronics LLC in the amount of \$14,500.00 to provide equipment, calibrate, and train plant personnel.
City Manager's Remarks:	Your approval of the single PC controlled unit purchased from Masters Electronics is recommended.
Financial/Budget Certification:	Paid for from the budget.
Legal:	N/A
Associated Information:	E-verify and SAVE documents are attached.

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

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

Ayron Dent

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

Masters Electronics, LLC.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

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

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

[Signature]
Signature of Applicant:

4-20-11
Date

Ayron Dent
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

20th DAY OF April, 2011

Wanda Ellis

Notary Public

My Commission Expires: 4-25-14



Alien Registration number for non-citizens

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

ADEN 5718
EEV/Basic Pilot Program* User Identification Number

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

4-4-11
Date

OWNER
Title of Authorized Officer or Agent of Contractor

Ayron Dent
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

4th DAY OF April, 20 11

[Signature]
Notary Public

My Commission Expires: 4-25-14



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



City of Cartersville

City Council Meeting

5/5/2011 7:00:00 PM

Water Pollution Control Plant - Repair of Screw Lift Pump

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 5/2/11 Re: Lower Thrust Bearing for Screw Lift Pump The lower thrust bearing for the screw lift pump at the wastewater plant had to be replaced. This is a necessary part for the operation of this pump. The contractor performing the welding repair on this same piece of equipment is supplying the part. They are a sole supplier. I recommend purchase of this part from Southern Machine & Fabrication Company in the amount of \$7200.00. This will be paid for from the maintenance budget.
City Manager's Remarks:	This was an emergency repair. I recommend your approval.
Financial/Budget Certification:	Paid for from the budget
Legal:	NH/A
Associated Information:	Save and Everify are attached

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

MSTE 9684

EEV/Basic Pilot Program* User Identification Number

SOUTHERN MACHINE & FABRICATION CO
BY: _____
Authorized Officer or Agent
(Contractor Name)

5-2-11

Date

MICHAEL STEPHENS VICE PRESIDENT
Title of Authorized Officer or Agent of Contractor

MICHAEL STEPHENS JR
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

2nd DAY OF May, 20 11

Cynthia A. Farmer
Notary Public

My Commission Expires:

6-18-2011

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

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

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

MICHAEL STEPHENS JR

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

SOUTHERN MACHINE & FABRICATION CO.

[Name of business, corporation, partnership]

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

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

Michael D. Stephens Jr 5/1/11
Signature of Applicant: Date

MICHAEL D. STEPHENS JR
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF May, 2011

*
Alien Registration number for non-citizens

Cynthia A. Farmer
Notary Public

My Commission Expires: 6-18-2011

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

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with SOUTHERN MACHINE & FABRICATION CO. (name of contractor) on behalf of City of Cartersville has registered with and is participating in federal work authorization program being* [any of the electronic verification of work authorization programs operated by the

United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned subcontractor is using and will continues to use the federal work authorization program throughout the contract period.

MSTE 9684

EEV/Basic Pilot Program* User Identification Number

SOUTHERN MACHINE & FABRICATION CO
BY: Authorized Officer or Agent
(Subcontractor Name)

5/1/11
Date

VICE PRESIDENT
Title of Authorized Officer or Agent of Subcontractor

MICHAEL D. STEPHENS JR
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF May, 20 11

Cynthia A. Faurman
Notary Public

My Commission Expires:

6-18-2011

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



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Emergency River Pump Station

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 4-21-11 Subject: Emergency River Pump Station A previous engineering agreement was approved for work to permit and install a 48" casing into the Etowah River for an emergency pump station intake. We looked at an additional site which added to the scope of work and the increase in engineering cost for this project in the amount of \$20,000.00. I recommend approving a change order on the Jordan, Jones, and Goulding contract in the amount of \$20,000.00 to cover this extra work, which will make this contract not to exceed \$66,000.00. A separate proposal will be submitted for the design and bidding of the pump station. We will pay for this work out of budget.
City Manager's Remarks:	As outlined above additional site evaluation has added engineering costs to this project. Your approval of the change order is recommended.
Financial/Budget Certification:	Will be paid for from the budget.
Legal:	
Associated Information:	Everify and SAVE were obtained when the original contract was approved.



City of Cartersville

City Council Meeting
5/5/2011 7:00:00 PM
Surplus Items

SubCategory:	Surplus Equipment
Department Name:	Finance
Department Summary Recommendation:	In an effort to bring all surplus items before Council, I asked all the departments to provide a list of their surplus items. I have compiled the list from the various departments and attached it for your review. The items will be sold on the GovDeals website with the exception of the valves from the Gas Department. After talking with the Gas Department, they wish that the valves be sold for scrap metal because these are used valves and there may be a liability issue if they are sold to another utility provider. I recommend your approval to declare these items as surplus to the city.
City Manager's Remarks:	As outlined above, all are to be declared surplus and be sold on GovDeals, except for the valves in the Gas Dept. which will be sold as scrap. Your approval of declaring these items surplus is recommended.
Financial/Budget Certification:	None
Legal:	N/A
Associated Information:	N/A

April 26, 2011 Surplus Equipment List

<u>Quantity</u>	<u>Description</u>	<u>VIN</u>	<u>Department</u>	<u>Reason</u>
	Concrete Saw		Public Works	Needs motor
	1991 Ford Bronco	1FMEU15N8MLA72794	Water	Worn out
	2004 Ford Crown Victoria	2FAFP71W84X4133958	Police	Bad transmission
	1990 Ford F-450	2FDLF47M7LCA42251	Water	Worn out
	4 Dukane Speakers	Model 6A510	Recreation	updated equipment installed
	large Climbing Cargo Net		Recreation	Extra Equipment
	Sign Making Kit		Recreation	Extra Equipment
	Lot of Cheerleading Pom-Poms		Recreation	Extra Equipment
	HP10 Cyan Ink Cartridge		Recreation	No longer has printer that it fits
	HP10 Black Ink Cartridge		Recreation	No longer has printer that it fits
	HP10 Yellow Ink Cartridge		Recreation	No longer has printer that it fits
	HP10 Magenta Ink Cartridge		Recreation	No longer has printer that it fits
	Canon Copier		Recreation	Worn out/parts not available
2	333' +/- sections of 11ga chainlink fencing and post		Recreation	Replaced with new fencing
6	8' lighted Christmas wreaths		Electric	need repairs
18	150' Rolls of Rope Lighting		Electric	Extra Equipment
2	Traffic Signal Controllers		Electric	Old and unusable
2	1 1/2" 200# Norstrom Valves		Gas	Used equipment-sell for scrap
13	2" 175# Rockwell/Nordstrom Valves		Gas	Used equipment-sell for scrap
2	2" 200# Nordstrom Valves		Gas	Used equipment-sell for scrap
1	2" 200# Walworth Valve		Gas	Used equipment-sell for scrap
1	2" 400# Rockwell/Nordstrom Valve		Gas	Used equipment-sell for scrap
12	2" 500# Rockwell/Nordstrom Valves		Gas	Used equipment-sell for scrap
4	3" 175# Rockwell/Nordstrom Valves		Gas	Used equipment-sell for scrap
1	3" 175# Walworth Valve		Gas	Used equipment-sell for scrap
3	3" 200# Rockwell Valves		Gas	Used equipment-sell for scrap
1	3" 500# Rockwell Valve		Gas	Used equipment-sell for scrap
1	4" 175# Rockwell/Nordstrom Valve		Gas	Used equipment-sell for scrap
3	4" 400# Rockwell Valves		Gas	Used equipment-sell for scrap
8	4" 500# Rockwell Valves		Gas	Used equipment-sell for scrap
1	6" 150# Rockwell/Nordstrom Valve		Gas	Used equipment-sell for scrap
2	6" 200# Rockwell Valves		Gas	Used equipment-sell for scrap
4	2" 500# Kerotest Gate Valves		Gas	Used equipment-sell for scrap
4	6" 500# Kerotest Gate Valves		Gas	Used equipment-sell for scrap