



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 – 3/17/2011
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. March 3, 2011 (Page 3-13)

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B. Second Reading of Ordinances

1. Amendment to Utilities Ordinance Relating to Refunds (Page 14-15)

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C. Presentations

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D. Engineering Services

1. Pettit Creek Trail Phase II (Page 17-23)

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E. Resolutions

1. Affordable Housing Revolving Loan Fund Policy (Page 24-42)

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2. Application for 2011 CDBG Owner-Occupied Housing Rehabilitation (Page 43-44)

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G. Bid Award/Purchases

1. Miscellaneous Stormwater Projects (Page 56)

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4. Cord for Pump Station (Page 59)

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5. Repair of Gate at Water Pollution Control Plant (Page 60)

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H. Monthly Financial Statement

1. January 2011 (Page 63-66)

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City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
March 3, 2011

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

City Council Special Called Meeting
10 N. Public Square
March 3, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member McDaniel

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

II. Regular Agenda

A. Council Meeting Minutes

1. February 17, 2011

A motion to approve the February 17, 2011 City Council Meeting Minutes as submitted was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

B. Second Reading of Ordinances

1. Amendment to Retirement Plan Ordinance

Dan Porta, Assistant City Manager stated that the Cartersville Pension Board sent out RFP's for investment advisor services and received fourteen proposals. After reviewing the proposals, the Pension Board recommends Weeks Retirement solutions (WRS) for investment advisor services. Mr. Porta stated that this ordinance needed to be amended due to the recommended change from SunTrust to WRS. Mr. Porta stated there have been no changes since the first reading and recommended approval.

A motion to approve Ordinance No. 07-11 was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 07-11

Whereas, the City of Cartersville Retirement Board has reviewed the proposed amendment and hereby recommends said amendment to the Mayor and City Council.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the Code of Ordinances City of Cartersville, Georgia CHAPTER 16. PERSONNEL, DIVISION 2. RETIREMENT PLAN, Sec. 16-51. Adopted; short title; definition. (a) is hereby amended by deleting said section in its entirety and replacing it as follows:

Section 16-51. Adopted; short title; definition.

“(a) The Cartersville Retirement Plan was created on April 15, 1973 with Lincoln National Life Insurance Company, Fort Wayne, Indiana, and in 2011 the plan’s assets have been transferred over to Benefit Trust Company, a Kansas company, a copy of which is on file in the office of the city manager. The Retirement Plan and all of its business shall be transacted and all of its funds shall be invested by WRS; and all of its cash, securities and other property shall be held in trust by Benefit Trust Company, for the purposes set forth in this plan.”

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of February 2011.

ADOPTED this the 3rd day of March 2011. Second Reading.

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

ATTEST:

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

2. Amendment to Permit Fees Ordinance

Sam Grove, City Manager stated that he is requesting a waiver of all building, electrical, mechanical, and plumbing permit fees for six (6) residential construction projects to be completed by Bartow Area Habitat for Humanity on behalf of the City of Cartersville. By avoiding these permit fees, Habitat will be able to apply more funding towards the construction of the homes, resulting in a higher quality build. Mr. Grove stated that this ordinance will allow the city to waive fees in the future by process of a resolution. Funding for the project is through the CDBG Supplemental Recovery Grant. Mr. Grove stated that there have been no changes

since the first reading and recommended approval.

A motion to approve Ordinance No. 08-11 was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 08-11

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 17. PLANNING AND DEVELOPMENT. V. PERMIT FEES** is hereby amended by creating a new Section 17-91 in its entirety as follows:

1.

Section 17-91. Waiver of Fees.

The Mayor and City Council, may by resolution waive the fees for inspection required by Sections 17-77, 17-79, 17-80, and 17-82 for 501 (C) (3) entities constructing or remodeling low income housing through a City of Cartersville sponsored grant.

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 the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of February 2011.

ADOPTED this the 3rd day of March 2011. Second Reading.

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

ATTEST:

/s/ **Connie Keeling**
Connie Keeling

City Clerk

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

1. Z11-01 Rezoning application T-Shell Cartersville for property located at 9 Medical Drive from P-S (Professional Services) to O-C (Office Commercial)

Richard Osborne, City Planner 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. Osborne 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. Osborne stated that this tract is located at 9 Medical Drive just off State Route 20 in the Cloverleaf area near the Cartersville Medical Center. Mr. Osborne stated that this property was one of a few tracts that were annexed into the City in 2001. The subject tract, similar to surrounding lots, has an annexation condition placed on it that Medical Drive must be upgraded before this private drive can be accepted as a public street and that it was never a publicly maintained street in the Bartow County jurisdiction prior to annexation. The applicants seek to rezone this property from P-S (Professional Services) to O-C (Office Commercial) to allow for a greater variety of medical uses in this building. At this time the applicant has not requested that the annexation condition be modified or eliminated. Mr. Osborne stated that there have been no changes since the first reading and the Planning Commission recommended approval of the rezoning with the condition that only the following uses be allowed:

- Clinics (excludes veterinary clinic)
- Hospices – Hospitals
- Laboratories (medical and dental)
- Medical Offices (excludes veterinary)
- Nursing Home Facilities
- Personal Care Homes (SU)
- Research Laboratories

Mayor Santini declared a Public Hearing for the zoning application open. Corley Thomas, representative came forward. After no further comments, Mayor Santini declared the Public Hearing closed.

A motion to approve Ordinance No. 09-11 with the conditions recommended by the Planning Commission and that the condition that Medical Drive not be accepted as a City street until upgraded to City Standards was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 09-11

Petition No. Z11-01 (reference case AZ01-09)

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 T-Shell Cartersville LLC. Property is located 9 Medical Drive. Said property contains 1.3 acres located in the 4th District, 3rd Section, Land Lot(s) 95 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.

- 1. Rezoning from P-S to O-C with the condition that only the following uses be allowed:**

**Clinics (excludes veterinary clinic)
Hospices
Hospitals
Laboratories (medical and dental)
Medical offices (excludes veterinary)
Nursing home facilities
Personal care homes (SU)*
Research laboratories**

- 2. Medical Drive not be accepted as a City Street until upgraded to City Standards.**

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 17th day of February 2011.

ADOPTED this the 3rd day of March 2011. Second Reading.

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

ATTEST:

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

D. Other

- 1. Urban Redevelopment Plan Update**

Richard Osborne, City Planner stated that as part of the Urban Redevelopment Plan

(URP) adopted by the Mayor and Council in late 2010, the City Council has chosen to oversee implementation of the plan as the designated redevelopment entity. It is the responsibility of staff to study, investigate, and administer the URP and all appropriate implementation tools. Mr. Osborne presented and reviewed the URP update for the Mayor and City Council.

E. First Reading of Ordinances

1. Amendment to Utilities Ordinance Relating to Refunds

Sam Grove, City Manager stated that this ordinance change is needed to formalize and approve the ability to work with utility customers, particularly during these hard times, in cases of overpayment for services. Mr. Grove stated that while the City's Customer Service representatives do a great job in working with customers, this will allow them another tool to work with and recommended approval.

No Action Required

**Ordinance
of the
City of Cartersville, Georgia
Ordinance No.**

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. Sections 22-26-24-40. Reserved** is hereby amended by deleting said sections in its entirety and replacing it as follows:

1.

Section 24-26 Overpayment, refund or credit.

In all cases of overpayment to the utilities department from whatever cause, the City Manager or designee is authorized to return the overpayment either by refund to the customer or credit to the customer's account.

Reasons for overpayment include but are not limited to meter malfunction, line breaks, meter tampering, lack of occupancy, clerical errors, and computer malfunctions.

Sections 24-27-24-40. Reserved.

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.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 3rd day of March 2011.

Second Reading and Adoption this the ____ day of March 2011.

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

ATTEST:

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

F. Resolutions

1. Waiver of Building Permit Fees

Tom Quist, Assistant to the City Clerk stated that staff is requesting council permission to waive the building permit fees for the upcoming Habitat build at 118 Courrant Street. Mr. Quist stated that Habitat is partnering with the City of Cartersville to build six (6) affordable homes in the North Towne Area using funding from the CDBG Supplemental Disaster Recovery Grant and recommended approval.

A motion to approve Resolution No. 03-11 was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

Resolution No. 03-11

WHEREAS, the Bartow Cartersville Habitat for Humanity, Inc., a 501(c)(3) organization, is constructing low income housing in conjunction with a City of Cartersville sponsored Grant (Community Development Block Grant Disaster Recovery Supplemental);

WHEREAS, the Mayor and City Council has determined that the constructing of low income housing is important to promote the public's health, safety and general welfare;

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council that for the low income construction project at 118 Courrant St. Cartersville, GA 30120, the City of Cartersville has determined that they meet the requirements of Section 17-91 of the City of Cartersville Code and authorizes the fee waiver for City of Cartersville Code Section 17-77, 17-79, 17-80 and 17-82.

BE IT AND IT IS HEREBY RESOLVED this 3rd day of March 2011.

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

ATTEST:

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

G. Easements

1. Collins Pointe Holdings – Electric Department

David Myers, Electric Superintendent stated that the Cartersville Electric System will be serving the new AutoZone store at the Collins Pointe shopping center. Mr. Myers stated that this was a customer-choice win and in order to serve this store the Electric Department will need to acquire an easement to cross the property of the shopping center. Mr. Myers recommended approval of the easement and the authorization for the Mayor to sign all pertinent documents.

A motion to approve the easement with Collins Pointe Holdings and the authorization for the Mayor to sign all pertinent documents was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

H. Surplus Equipment

1. Electric Department

David Myers, Electric Superintendent stated that his department needs to dispose of the following items and requests that they be declared as surplus:

- 1 – Medium voltage substation oil breaker
- 8 – Medium voltage distribution oil switches
- 8 – Medium voltage distribution oil transformers

Mr. Myers stated that these items will not be sold on GovDeals but would need to be disposed of via a certified oil disposal contractor, Florida Transformer Incorporated and recommended approval.

A motion to approve the declaration of surplus equipment and disposal was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

I. Contracts/Agreements

1. AT&T Regarding Public Safety Headquarters

Dan Porta, Assistant City Manager stated that this agreement is for the relocation of aerial facilities owned by AT&T from the corner of N. Erwin Street for approximately 1000' north past Harris Street. This work is necessary to remove the existing above ground utility, including poles, and replace with underground utilities. Mr. Porta stated the cost of this work is estimated to be \$96,526.51 and can be funded from the 2007 SPLOST and recommended approval.

A motion to approve the agreement with AT&T for relocation of aerial facilities was made by Council Member McDaniel and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

J. Change Order

1. Engineering for Etowah Pump Station

Ed Mullinax, Water Department Assistant Superintendant stated that City Council approved \$46,000.00 in engineering fees to JJ & G for the emergency pump station. Since then several sites have been evaluated, permit preparation completed with COE, an EPD site approval and a renewed EPD withdrawal permit creating a need for a change order increase of \$20,440.00 for a total cost of \$66,440.00. Mr. Mullinax stated that this will be paid from the budget and hopefully get reimbursed from a bond fund at a later date and recommended approval.

A motion to approve the change order with JJ & G was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

K. Bid Award/Purchases

1. Repair Bands – Water Department

Ed Mullinax, Water Department Assistant Superintendant stated that bids were received to replace two (2) emergency repair bands. This includes one 36" x 4 ft. bell pack and one 24" x 4 ft. bell pack to restock inventory. Mr. Mullinax recommended approval of the low bid from Consolidated Pipe & Supply Co. in the amount of \$17,631.01.

A motion to approve the purchase from Consolidated Pipe & Supply Co. was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

2. Residential Gas Meters

Gary Riggs, Gas Superintendent stated that bids were received for the purchase of 200 Sensus residential gas meters to replenish the departments stock. Mr. Riggs recommended the low bid from Equipment Controls in the amount of \$12,400.00.

A motion to approve the purchase from Equipment Controls was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

Mayor Santini stated that there was an item that needed to be added to the agenda.

A motion to add an item to the agenda was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

Added Item:

1. Replacement of Safety Netting for the Richard Bell Field

Greg Anderson, Parks and Recreation Director stated that the recent storms had destroyed the safety netting for the Richard Bell Field. Emergency repairs were done by South Cover Inc. at a cost of \$3,599.00. Mr. Anderson stated that during the repair the other netting was inspected and it is in the same shape and ready to fall. To replace the remaining netting, cable, and hardware the cost from South Cover Inc is \$8,812.54 and Mr. Anderson recommended approval.

A motion to approve the repairs by South Cover Inc. was made by Council Member McDaniel and seconded by Council Member Hodge. Motion carried unanimously. Vote 4-0

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
3/17/2011 7:00:00 PM
Amendment to Utilities Ordinance Relating to Refunds**

SubCategory:	Second Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	This change is needed to formalize and approve our ability to work with utility customers, particularly during these hard times, in cases of overpayment for services. Our customer service representatives do a great job in working with customers. This will allow them another tool to work with.
City Manager's Remarks:	This item is unchanged from first reading. Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance
of the
City of Cartersville, Georgia

Ordinance No.

Now be it and it is hereby **ORDAINED** by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE II. RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. Sections 22-26-24-40. Reserved** is hereby amended by deleting said sections in its entirety and replacing it as follows:

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Sections 24-27-24-40. Reserved.

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.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the _____ day of March 2011.

Second Reading and Adoption this the _____ day of March 2011.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting

3/17/2011 7:00:00 PM

Georgia Department of Transportation Leake Mounds Interpretive Signage

SubCategory:	Presentations
Department Name:	Parks and Recreation
Department Summary Recommendation:	This presentation from Pamela Baughman, with GA-DOT and the interpretive signage design team, from West Georgia College. GA-DOT is contracting with West Georgia College to create the interpretive signage which will be place on proposed trail/site of Leake Mounds and Bartow County Greenspace.
City Manager's Remarks:	This is a presentation by GDOT. It requires no approval by Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Pettit Creek Trail Phase II

SubCategory:	Engineering Services
Department Name:	Parks and Recreation
Department Summary Recommendation:	The Pettit Creek Trail Phase II design requires a distinction between different construction applications as it pertains to different sections of trail and the different type of soils in the trailway. This determination would be determined by a geo-hydro engineer. This type engineer will also be determining if there is an alternative to stabilizing the sub-soil which could eventually be a cost savings during the construction of the trail. I am recommending the proposed fee of \$7,900.00 submitted by Geo-Hydro Engineers for the services as described in the proposal. Geo-Hydro has preformed this exact service for the Recreation Department on the final phase of the Etowah Riverwalk. The alternative paving process saved several thousand dollars during the construction of riverwalk. I have discussed this proposal with Cartersville Public Works.
City Manager's Remarks:	Your approval of the work outlined above being awarded to Geo-Hyrdo Engineers in the amount of \$7,900. is recommended.
Financial/Budget Certification:	Budgeted
Legal:	
Associated Information:	Geo-Hydro Engineering, Inc. has all E-verify and SAVE documentation on file with the city.

Mr. Greg Anderson
City of Cartersville Parks & Recreation
100 Pine Grove Road
P.O. Box 1390
Cartersville, Georgia 30120

March 1, 2011

**Proposal to Provide
Pavement Evaluation Services
Pettit Creek Trail – Phase II
Cartersville, Georgia
Geo-Hydro Proposal Number 13892**

Dear Mr. Anderson:

Geo-Hydro Engineers appreciates the opportunity to present this proposal to perform pavement evaluation services for the above referenced project. Based on our review of the project plans and our discussions with you, we understand that the proposed trail will be about 5,750 feet long and will extend between Mission Road and Cassville Road. The project plans require a 6-inch thick concrete pavement section, and stabilization consisting of graded aggregate base placed on geotextile fabric is expected in some trail sections. This proposal outlines the scope of work for evaluation of the on-site pavement subgrade conditions and laboratory testing to evaluate potential use of quick lime or Portland cement to stabilize and dry pavement subgrade soils, and design an alternate asphalt pavement section.

SCOPE OF SERVICES

We will contact Georgia 811 for location of underground utilities. This is required by law. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information.

- 1) We will perform 10 to 12 hand auger borings along the proposed trail alignment. The hand auger borings will be extended to depths of about 3 to 5 feet below the ground surface. We will evaluate the moisture content of the soil samples retrieved from each hand auger boring. It is important to note that the hand auger method has limitations. Hard soils, organic debris, rocky soils, groundwater, or other conditions can prevent advancement of the hand auger equipment.
- 2) Four bulk soil samples will be obtained from representative subgrade soils.
- 3) We plan to perform laboratory testing consisting of the following:
 - Four standard Proctor tests (ASTM D-698). Tests will be performed on the parent soil and on soil amended with Portland cement and quick lime. The amendment materials used will be selected based on our experience with the soils encountered while performing this study.
 - Four Atterberg Limits test (ASTM D-4318)
 - Four sieve analysis with hydrometer (ASTM D-422)
 - Preparation of compressive strength specimens of amended soil

Pettit Creek Train – Phase II • Cartersville, Georgia
Proposal 13892

- Unconfined compressive strength testing of amended soil specimens
- 4) The information from the hand auger exploration and laboratory testing will be used to evaluate treatment options for the subgrade soils. We will prepare an engineering report outlining the results of the evaluation and provide alternative pavement sections.

FEE

We will perform the work outlined in the Scope of Services for a lump sum fee of **\$7,900**.

We are pleased to submit this proposal and look forward to working with you on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please contact us.

Respectfully,

GEO-HYDRO ENGINEERS, INC.



Philip R. Barber, P.E.
Principal/CMT Director
phil@geohydro.com

PRB/sb\I:\Main\CMT\Proposals\2011\Pettit Creek Trail\Pettit Creek Trail Proposal.doc

Fact Sheet Underground Utilities

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.

AGREEMENT

Project Name: Pettit Creek Trail – Phase II

Project Location: Cartersville, Georgia

Proposal Number: 13892 Date: March 1, 2011

The Client engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the above referenced proposal, which becomes a part of this Agreement. The general terms and conditions on the following pages 2 through 3 are a part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. and _____ (Client).

GEO-HYDRO ENGINEERS, INC.



Signature of Authorized Agent

Client Firm Name

Signature of Authorized Agent

Philip R. Barber, P.E.

Print Name

Print Name

Principal/CMT Director

Title

Title

A. STANDARD OF CARE.

Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same locality. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

B. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring soil and other conditions which cannot always be discovered and there is potential for natural phenomena to impact the Project for which we cannot be responsible. Client shall disclose the presence and location of all known man-made objects which could be affected by or affect field tests or borings to be performed by us. Client indemnifies our company against any and all claims, demands, actions, causes of action, damages, losses or expenses (including reasonable attorneys fees and costs of investigation) resulting from, relating or attributable to, subsurface conditions or damage to subsurface structures whether owned by Client or any third party the presence or location of which were not revealed to us by the Client in writing prior to the commencement of our performance. Client agrees that our company has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting there from. Client also confirms that our sole role is to provide a service intended to benefit Client and Client and that we are performing no function at or associated with the site that would classify our company as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

C. SAMPLES, DATA AND RECORDS.

No data gathered or report prepared by us shall belong to anyone other than our company nor is any such data or report to be relied upon or used by anyone other than our representatives or our Client. Routine test specimens will be discarded immediately upon completion of tests. We shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of our report. If Client requests a longer period of storage, we will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by us for at least three (3) years following completion of our services.

D. ENTRY.

Client shall provide our representatives and equipment with right of entry on to the Project site. We will endeavor to minimize damage to the land upon which the project is located, however we shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is made in writing with Client. Unless otherwise indicated, our scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client understands that, unless some other arrangement is made, our company cannot be held liable for any injuries or damages that may occur for our failure to perform services that were specifically excluded from our scope of service. In addition, Client is advised that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur. We will attempt to avoid causing damage, but Client understands and acknowledges that we cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against our Company and to hold harmless, indemnify, and defend our Company for any claim alleging injury or damage as a consequence of unfilled

exploration holes on the site or any other disturbance to natural conditions or of any improvements on the site. Any costs of such restoration shall be added to our compensation.

E. PAYMENT.

Our company shall be paid in full for its services. Time is of the essence regarding payment of our invoices. Client's obligation to pay our company is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. We may submit progress invoices to Client on a monthly basis and a final invoice upon completion of our work. Each invoice is due and payable by Client upon presentation. All amounts due our company and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full. If any obligation of Client hereunder is collected by law, as through an attorney-at-law, Client shall pay our company, in addition to the amount due, all costs of collection including fifteen percent (15%) thereof as attorney's fees and all costs of Court. "Costs of collection" shall be considered to include, but not be limited to, the hourly cost to our company for employee's time expended in collection efforts.

F. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

G. FIELD MONITORING AND TESTING.

Whenever our personnel make on-site observations, Client agrees that we are not responsible for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring", "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by our personnel to verify substantial compliance with the plans, specifications, and design concepts. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials. Our company does not assume, nor shall its performance be considered to abridge or abrogate, any responsibilities, duties or obligations of any other party. Our company is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the project plans and specifications or any recommendations or instructions of our personnel.

H. TERMINATION.

In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as are necessary to place our files in order and to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed thirty (30) percent of all charges incurred to the date of the stoppage of work may, as determined by us, may be made.

I. CERTIFICATION.

Our personnel may employ sampling procedures during the course of the work. Client understands that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken, and that, as is customary, our personnel shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were

taken. Client recognizes that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, we cannot assure the existence of conditions which we infer to exist. Client also agrees that Client shall not make resolution of any disputes with our company or payment of any amount due to us in any way contingent upon our certification of the existence of conditions whose existence we cannot assure.

J. SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

K. HAZARDOUS SUBSTANCES.

Client agrees to advise our company of any hazardous substances on or near the site. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in an acceptable manner during and at the completion of Consultant's field activities. Client understands and agrees that Client - not Consultant - is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

L. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which our company will perform on Client's behalf, Client waives any claim against our company, and agrees to defend, indemnify and hold our company harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate us for any time spent or expenses incurred by our company in defense of such claim, in accordance with our prevailing fee schedule and expense reimbursement policy.

M. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for us to take immediate measures to protect human health, safety, or the environment. We agree to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages our company to take any and all measures that in our professional opinion are justified to preserve and protect the health and safety of our personnel, the public, or the environment, and Client agrees to compensate our company for the additional cost of such work. In

addition, Client waives any claim against our company, and agrees to indemnify, defend and hold our company harmless from any claim or liability for injury, loss or perceived loss arising from our encountering of unanticipated hazardous materials or suspected hazardous materials. Client understands that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

N. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, we may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against our company or its representatives. To help create an atmosphere in which our personnel feel free to express themselves candidly, Client agrees to waive any claim against our company or its representatives and to defend, indemnify and hold our company or its representatives harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by us to Client or Client's agents, in our capacity as Client's professional advisor. Client further agrees to compensate our company for any time spent or expenses incurred by our company in defense of any such claim, in accordance with our prevailing fee schedule and expense reimbursement policy. Client understands that Client may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Consultant may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client agrees to take no action of any kind against Consultant when Consultant makes a good-faith effort to fulfill its legal obligations.

O. PROFESSIONAL LIABILITY.

Client agrees that the liability of Geo-Hydro Engineers, Inc., including its principals, officers, employees, and agents, to Client due to any negligent professional acts, errors or omissions or breach of contract will be limited to an aggregate of \$50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$2,000,000 upon Client's written request at the time of accepting our proposal, providing that Client agrees to pay an additional consideration of ten percent of our total fee, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.

P. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.



City of Cartersville

**City Council Meeting
3/17/2011 7:00:00 PM
Affordable Housing Revolving Loan Fund Policy**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	As part of the CDBG Supplemental Disaster Recovery Fund grant we received in November 2009, we are required to adopt a Revolving Loan Fund policy to handle program income generated by our project. In our case, Habitat for Humanity will be receiving 0% interest loans that will be repaid to the city as they receive mortgage payments from the sale of homes. The revolving loan fund will hold these recaptured funds, and be re-loaned in the future for similar affordable housing projects. The policy before you describes the RLF including its goals, uses, eligible borrowers, and application procedures. Your adoption of this policy is recommended.
City Manager's Remarks:	This policy is adequately explained above. It is needed as the result of receipt of CDBG funds. Your approval of the policy is recommended.
Financial/Budget Certification:	
Legal:	The policy has been reviewed by the City Attorney
Associated Information:	

RESOLUTION NO. _____

WHEREAS, the Mayor and city Council of the City of Cartersville has determined that it is in the best interest and promotes the public's health, safety and general welfare to assist in providing affordable housing;

WHEREAS, to assist in this endeavor the City of Cartersville has applied and will apply for grants and other funding services;

WHEREAS to accomplish this goal it is necessary for the City of Cartersville to establish an Affordable Housing Revolving Loan Fund and adopt policies related thereto.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council that the City Manager is directed to establish an Affordable Housing Revolving Loan Fund and the Underwriting Policy attached as Exhibit A and incorporated herein by reference is hereby adopted.

BE IT AND IT IS HEREBY RESOLVED this _____ day of _____, 2011.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Connie Keeling, City Clerk
City of Cartersville, Georgia

UNDERWRITING POLICY

AFFORDABLE HOUSING REVOLVING LOAN FUND

GOALS

The goal of the Affordable Housing Revolving Loan Fund is to expand homeownership opportunities for persons of low- and moderate-income while mitigating conditions of slum or blight in the City of Cartersville by providing a flexible and expedient funding mechanism at the local level.

OBJECTIVE

To provide loan funds to local not-for-profit agencies which provide homeownership opportunities to low- and moderate-income persons while mitigating conditions of slum and blight. To be considered, potential projects must meet one of two national objectives: 1) Benefiting low- and moderate-income persons; 2) Preventing or eliminating slums or blight.

SCOPE

This program is designed to provide financing to not-for-profit agencies for the purpose of acquisition, construction, reconstruction, and/or rehabilitation and subsequent sale of affordable housing units to low- to moderate-income households.

ELIGIBLE ACTIVITIES

The Housing and Community Development Act of 1974, Section 105(a), describes eligible activities as:

(a) Activities assisted under this title may include only –

- (1) the acquisition of real property (including air rights, water rights, and other interests therein) which is
 - (A) blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth;
 - (B) appropriate for rehabilitation or conservation activities;
 - (C) appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open spaces, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development;
 - (D) to be used for the provision of public works, facilities, and improvements eligible for assistance under this title; or
 - (E) to be used for other public purposes

- (4) clearance, demolition, removal, reconstruction, and rehabilitation (including rehabilitation which promotes energy efficiency) of buildings and improvements (including interim assistance, and financing public or private acquisition for reconstruction or rehabilitation, and reconstruction or rehabilitation, of privately owned properties, and including the renovation of closed school buildings).

In addition to the eligible activities outlined above, The Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 has (as documented in the Federal Register Docket No. FR-5256-N-01), waived the requirements of section 105(a) of the Housing and Community Development Act of 1974 to allow new housing construction, and of Section 105(a)(24), to allow homeownership assistance for families whose income is up to 120 percent of median income and payment of up to 100 percent of a housing down payment.

For the purpose of the Affordable Housing Revolving Loan Fund, in accordance with the guidelines set forth above, eligible activities and expenses funded through this program will generally include the following:

- Acquisition of property (including all reasonable associated costs)
- Site preparation (including surveying, demolition, grading, and infrastructure improvements)
- Construction/Rehabilitation (including labor and material costs)
- Costs associated with the sale of the property
- Limited program administration fees

INELIGIBLE ACTIVITIES (include but are not limited too)

- Reimbursement of project costs prior to submission of RLF application
- Refinancing of permanent debt
- Payment of delinquent taxes, debt
- General government expenses

ELIGIBLE BORROWERS

The Affordable Housing Revolving Loan Fund for the City Cartersville is limited to not-for-profit organizations currently operating within the City of Cartersville, or planning to operate within the City of Cartersville as a result of this program.

In order to qualify for this program, a not-for-profit must generally have a demonstrated capability to administer the construction/rehabilitation and sale of affordable housing while meeting the conditions and reporting requirements of the grant program.

INELIGIBLE BORROWERS

- for-profit companies
- private individuals

APPLICATION REQUIREMENTS

All applicants must complete the Affordable Housing Revolving Loan Fund Application (Exhibit A). Application requirements include the following:

1. Applicant must be a registered not-for-profit organization.
2. The goal of this program is the provision of housing for low- and/or moderate-income persons. Therefore, each applicant must commit to the number of houses to be constructed and/or rehabilitated through this financial assistance.
3. If demolition is an anticipated component of the project, applicants must identify the planned number of properties where existing substandard structures will be demolished.
4. Applicant must provide a preliminary list of properties to be addressed. All properties must be approved by the City of Cartersville prior to work being completed.
5. Applicant must fully address the purpose of the loan and the time schedule for implementation if funded (to be included as an attachment to the Affordable Housing Revolving Loan Fund application).

Highest consideration will be given to those not-for-profit organizations which demonstrate that they will rehabilitate and/or construct the greatest number and highest possible quality homes for low/mod income persons for the least amount of public expenditure.

Additional consideration will be given to applicants whose proposal includes the elimination of slum and blight through demolition or rehabilitation of existing structures where appropriate.

Depending on the type of activity to be undertaken with the loan funds, various federal, state and local laws may apply (Exhibit B). Applicants will be made aware of these during the application process.

The City of Cartersville and the Project Review Committee reserve the right to request and require further information that they deem necessary in order to make a decision as to whether or not to approve an application under this program.

ADDITIONAL REQUIREMENTS

Funds awarded under this program must begin to be utilized within one-hundred-twenty (90) days of award. Waivers of this condition may be granted by the City of Cartersville depending upon the size and scope of the project.

LOAN TERMS AND CONDITIONS

Fixed Asset and Construction loans will be made at an interest rate of zero percent (0%). Applicants for fixed asset and construction loans are also eligible for one year deferral on the principal, followed by a fifteen to thirty year payback of the loan. The length of the loan will be determined by the Project Review Committee and will be based upon the typical loan terms between the applicant and the low- or moderate-income home buyer.

All loans will be screened and approved after review of each of the following, in order of approval:

1. Loan Review Committee of the "Affordable Housing Revolving Loan Fund."

2. City Council of the City of Cartersville, which has the final authorization to approve a project for funding.

The City of Cartersville Project Review Committee for the Affordable Housing Revolving Loan Fund reserves the right to request and require further information. Upon receipt of a complete application, every effort will be made to respond to the applicant within thirty (30) days of the date of receipt of the application. If the application is denied, the RLF will respond, in writing, with the reason(s) for the denying the application.

The City of Cartersville will not discriminate due to race, creed, color, age, sex or national origin in approving loan applications under this program.

RECAPTURED FUNDS

All funds “recaptured” by the City of Cartersville from this program shall be held in a separate account and used only for future affordable housing projects. The accounting and administrative system used to account for the Affordable Housing Revolving Loan Fund shall at a minimum conform to the guidelines contained in the DCA publication Guidelines for Administration of Local Revolving Loan Funds and any Revolving Loan Fund regulations promulgated by the Department of Community Affairs. An accounting of the Affordable Housing Revolving Loan fund shall also be included in the City’s annual audit.

COMPLIANCE REQUIREMENTS

Citizen Participation Requirement

Prior to funding an application to the Affordable Housing Revolving Loan Fund, program administrators shall undertake the following activities:

1. Hold at least one (1) public hearing prior to funding a RLF activity. The activities undertaken under preceding RLF programs (if any) must be evaluated and discussed. Program administrators should also furnish information on the proposed project including the amount of RLF funds to be used and a general description of the activities to be funded.
2. A notice advertising the public hearing should be published in the non-legal section of a local newspaper at least five (5) days prior to the award and distribution of any RLF monies (Exhibit C).
3. The needs of non-English speaking residents must be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
4. The RLF’s files should contain evidence that the public hearing was held, including a copy of the actual notice.

Environmental Requirements

Compliance with environmental laws should be completed and documented prior to the funding of any RLF project. This includes compliance with historic preservation regulations.

An environmental review should be completed. An Environmental Assessment is required in cases where new construction is proposed. If the environmental review process determines that the RLF project is exempt from the National Environmental Policies Act (NEPA) requirements and other environmental review procedures in accordance with 24 CFR Part 58, a Finding of Exemption Form must be filled out.

These forms and procedures are specifically found in the DCA CDBG Recipient Manual. Contact the RLF Program Manager for assistance in compliance on this regulation.

Davis-Bacon Act

The Davis Bacon Act is triggered for any construction related project that involves Federal money when the amount of construction is over \$2,000. The basic guidelines for the compliance of this requirement are:

- request a wage rate (see item listed below);
- include Labor Standard Provisions and Wage Rate in Contract;
- copies of weekly payroll; and
- random interviewing of employees on site by RLF administrators.

When a grant number is requested for an RLF Davis-Bacon wage rate request, simply indicate “City/County of Cartersville RLF Project” instead of the requested grant number.

Open Records Statute

Georgia law requires that “all state, county, and municipal records, except those which by order of a court of this state or by law are prohibited from being open to inspection by the general public, shall be open for a personal inspection of any citizen of this state at a reasonable time and place, and those in charge of such records shall not refuse this privilege to any citizen” (O.C.G.A. 50-18-70). This means that past and current records on the use of CDBG/EIP funds are required to be open for public inspection.

However, certain proprietary information which is required by DCA to be included in an economic development application and must be supplied by a business in order to compete and which constitute a “trade secret” (O.C.G.A. 10-1-740) et seq.; 16-8-13(a)(4)) is exempt from disclosure under O.C.G.A. 50-18-70.

Conflict of Interest Prohibitions

In general, no person who is an elected or appointed official, employee, agent, consultant, officer or any person serving in a similar capacity with any participating public agency, who exercise or have exercised any functions or responsibilities with respect to any RLF activities can benefit from local RLF activities.

In addition, those persons who are in a position to participate in a decision-making process or gain inside information regarding RLF proposed activities or related activities, obtain financial interest or benefit from the project, or have any interest in any contract, sub-contract, or agreement with respect to any RLF project are also prohibited from benefiting from a RLF project.

The prohibitions against benefiting from a RLF project would apply to the covered individuals or those with whom they have family or business ties, for one (1) year following their tenure in the covered position. If questions arise concerning the conflict of interest prohibitions, we urge you to contact DCA in order to discuss the situation before proceeding with a questionable project.

Auditing Requirements

RLF accounting standards are to comply with the generally accepted accounting principles found in the Governmental Accounting and Financial Reporting Standards (State of Georgia Accounting Procedures Manual, July, 2003). DCA asks that the audit report include a balance sheet and income statement for the RLF.

Special Provisions for Local Revolving Loan Funds

The following excerpt is taken from the State of Georgia Annual Action Plan for FFY 2003.

DCA may permit localities that have or will receive revenue (principal, interest or other payments) from loans or leases to retain that revenue so long as it is used for the same activity that generated the revenue and also used in accordance with the requirements of this regulation and any other applicable federal, state, or local law, regulation, contract, guidance manual or memorandum.

For localities that will retain program revenue, DCA will require that such revenue be deposited into a separate revolving loan fund (RLF) account that bears the local government's name and used to carry out specific Title I eligible activities. The RLF must be created by a local resolution and implemented by local policies and procedures approved by DCA.

Localities allowed to retain program revenue must ensure that the RLF is adequately managed. DCA will categorize the RLF as being adequately managed so long as the following responsibilities are being met:

- a. Maintenance of an accounting and financial management system that complies with generally accepted accounting principles and DCA's guidelines for RLF financial management systems;
- b. Compliance with DCA's reporting requirements for local RLF's;
- c. Operation of the local RLF in accordance with DCA approved policies, procedures, and federal, state, and local law, regulation, contracts, guidance manuals and memoranda;

- d. Maintenance of a project review and selection committee with the capacity to review and analyze loan requests and determine whether such requests represent prudent investments as defined by generally accepted underwriting criteria;
- e. Maintenance of a loan packaging and structuring capacity that meets appropriate underwriting standards for security and documentation;
- f. Maintenance of a loan servicing and monitoring capacity which ensures that loan payments are collected, that loan covenants are enforced, and that loan security is maintained;
- g. Maintenance of a loan portfolio which represents investments in businesses engaged in sound business purposes that have demonstrated tangible employment of low and moderate income persons as defined by DCA; and
- h. Attendance at DCA sponsored training workshops that will be held periodically for purposes of training local RLF administrators.

To assist with the financing of a local RLF program's administrative cost, DCA will allow (on an annual basis) the greater of 6% or \$2,500 of interest earned by the RLF to be used for administration and audit costs. In certain foreclosure and/or hardship situations, DCA may allow additional amounts to be expended for administrative, audit or legal costs.

Localities allowed to retain program revenue must also ensure that the RLF is utilized in a timely and efficient manner. DCA will categorize a RLF as being adequately utilized so long as the following criteria are met:

- a. The RLF is used to continue the same activity which generated the program revenue; and
- b. The RLF's cash balance (on average) shall not exceed \$125,000 or 30% of the total RLF assets, whichever is greater.

Should a locality be unable to utilize the RLF in accordance with items a and b above, the locality may request DCA to waive the provisions. DCA may grant waivers when it is determined that sufficient future activity is probable or the locality is taking steps to ensure future activity. However, in general, a locality may not retain unused assets any longer than the full term of the original EIP/RFP loan, or five (5) years, whichever is shorter.

DEFINITIONS

- A) Fixed Asset – Permanent assets such as land, buildings, and infrastructure.
- B) Construction – The construction of a new residential structure on a lot on which no existing structure stands.
- C) Reconstruction – The construction of a new residential structure on a lot where an existing structure will be demolished and reconstructed.
- D) Rehabilitation – The renovation of an existing structure in order to bring the structure into complete compliance with current state and local building codes.
- E) Construction Costs – All costs associated with construction or rehabilitation of housing, including, but not limited to, surveying, site preparation (including demolition), and construction or rehabilitation. Additionally, all costs associated with the sale of the property in question.
- F) Project Review Committee (PRC) – Public and private citizens, who are professionals in the area of finance and/or residential redevelopment, appointed by the City Council/Board of Commissioners to review all applications to the Revolving Loan Fund. There should be at least five (5) persons on the committee and they may consist of a City finance officer, bank loan officer, accountant, realtor, lawyer, etc. The Committee should encourage female and/or minority representation and in general represent the demographic make-up of that community.
- G) Low and Moderate Income – Income levels as published by HUD for the State CDBG and HOME/CHIP Programs. The levels are usually calculated as 80% of a County's median income adjusted for family size. However, the CDBG Supplemental Disaster Recovery Fund expands eligibility to include households with income up to 120% of the County's median income adjusted for family size. The most recent data for such determinations may be obtained from DCA at: www.dca.state.ga.us/grants/cdbg_forms.html.
- H) Slums or Blight on a “spot basis” - Acquisition, clearance, relocation, historic preservation and building rehabilitation activities which eliminate specific conditions of blight or physical decay on a spot basis that may not be located in a slum or blighted area. The blight or physical decay must be documented by the unit of local government to meet local or state definitions of blight and physical decay (a sample resolution declaring slum or blight can be obtained from DCA). Under this standard, the activity is limited to the extent necessary to eliminate specific conditions detrimental to the public health and safety.
- I) Slums or Blight on an “area basis” -
 - a) The area, delineated by a unit of local government, meets a definition of blighted, deteriorated or slum area under state or local law;
 - b) Throughout the area there is a substantial number of deteriorating buildings or the public improvements are in a general state of deterioration;

- c) The assisted activities address one or more of the conditions which contributed to the deterioration of the area; and
- d) The local government keeps records sufficient to document its finding that a project meets the National Objective of elimination or prevention of slums and blight.

EXHIBIT A

AFFORDABLE HOUSING REVOLVING LOAN FUND

INSTRUCTION SHEET and APPLICATION

Listed below are the criteria for financing through the RLF Program:

1. Applicant must be a registered not-for-profit organization.
2. The goal of this program is the provision of housing for low- and/or moderate-income persons. Therefore, each applicant must commit to the number of houses to be constructed and/or rehabilitated through this financial assistance.
3. If demolition is an anticipated component of the project, applicants must identify the planned number of properties where existing substandard structures will be demolished.
4. Applicant must provide a preliminary list of properties to be addressed. All properties must be approved by the City of Cartersville prior to work being completed.
5. Applicant must fully address the purpose of the loan and the time schedule for implementation if funded (to be included as an attachment to the Affordable Housing Revolving Loan Fund application).
6. The information that you provide must be truthful and accurate to the best of your knowledge. Failure to provide same constitutes fraud and will result in the immediate termination of the loan process.

Highest consideration will be given to those not-for-profit organizations which demonstrate that they will rehabilitate and/or construct the greatest number and highest possible quality homes for low/mod income persons for the least amount of public expenditure.

Additional consideration will be given to applicants whose proposal includes the elimination of slum and blight through demolition or rehabilitation of existing structures where appropriate.

The process requires that the applicant fill out completely the attached loan application and submit all required information. Failure to provide any information requested may be grounds for denial.

Once all information is received, it will be forwarded to the Revolving Loan Fund (RLF) Loan Committee for review.

If the application meets the criteria and underwriting requirements, it will be submitted to the local RLF government for approval.

If the application is denied, you may request in writing, why the application was turned down.

We hope that your application is competitive and will lead to successful homeownership opportunities in our community.

AFFORDABLE HOUSING REVOLVING LOAN FUND APPLICATION

GENERAL INFORMATION

Organization Name: _____

Current Address: _____

Telephone Number: _____

Tax ID Number(s): _____
Personal and Corporate

Date Organization Established: _____

Type of Organization: Not-for-profit _____

Number of homes to be built: _____

Number of blighted structures to be demolished: _____

Property Address	Demolition (Yes/No)	Rehab or Construction?

MANAGEMENT

Principles: List organization administrator

NAME TITLE ADDRESS

SOURCE AND USE STATEMENT

PROPOSED FINANCING SOURCES

RLF Loan \$ _____ % of total _____ %

Applicant/Equity \$ _____ % of total _____ %

Other \$ _____ % of total _____ %

Total Sources \$ _____ % of total _____ %

TOTAL PROJECT COST

Real Estate Acquisition \$ _____

Demolition \$ _____

Rehabilitation/Construction \$ _____

Other _____ \$ _____

Total Project Cost \$ _____

APPLICANT'S CERTIFICATION

I/We certify that all information in this application and all information furnished in support of this application are true and complete to the best of my/our knowledge and belief. Verification may be obtained from any source named, and I/we agree to submit to a personal and business credit checks.

Signature

Date

EXHIBIT B

COMPLIANCE REQUIREMENTS

It is the responsibility of the local government to ensure that the RLF's proposed program, activities, and goals are in compliance with all applicable Federal and State laws, regulations and executive orders. The major applicable laws, regulations and executive orders include but are not limited to the following:

General:

1. The Housing and Community Development Act, as amended and as implemented by the most current HUD regulations (24 CFR Part 570, Subpart I)
2. State of Georgia Community Development Block Grant Program Regulations
3. Title 50, Chapter 18, Article 4, Official Georgia Code, Georgia Open Records Act
4. HOME Investment Partnership Act of 1990, as amended

Financial Management:

5. 24 CFR, Part 85 ("Common Rule")
6. Federal OMB Circular A-133 (Audit Requirements)
7. Federal OMB Circular A-87 (Cost Principles)

Civil Rights:

8. Title VI – Civil Rights Act of 1964
9. Section 109 – Title I – Housing and Community Act of 1974
10. Title VIII of the Civil Rights Act, 1968
11. Section 504 of the Rehabilitation Act of 1973
12. Executive Order 11246 – Equal Employment Opportunity, as amended by Executive Order 11375, Parts II and III
13. Executive Order 11063 – Equal Employment Opportunity, as amended by Executive Order 12259

14. Section 3 of the Housing and Development Act of 1968, as amended Section 118 of Title I, Community Development and Housing Act, 1974
15. Georgia Department of Community Affairs Civil Rights Compliance Certification
16. Age Discrimination Act of 1975
17. Executive Order 12432: National Priority to Develop Minority and Women Owned Businesses.

Labor Standards:

18. The Contact Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations
19. The Davis-Bacon Act (40 U.S.C. 276(a) to (a-7), as supplemented by Department of Labor regulations
20. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations

Acquisition/Relocation:

21. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (46 U.S.C. 4601) and regulations at 24 CFR, Part 42
22. The Georgia Relocation Assistance and Land Acquisition Policy Act of 1973
23. The Georgia Urban Redevelopment Law (OCGA, Section 36-61-1, et. seq.)

Housing:

24. The Truth in Lending Act (Regulation Z)
25. Title I Consumer Protection Act (P.L. 90321)
26. The Lead Base Paint Poisoning Prevention Act (24 CFR Part 35)
27. Construction Industry Licensing Board Act (OCGA Section 43-14-1, et.seq.)
28. Georgia Industrial Building Act of 1982, as amended (OCGA Title 8, Chapter 2, Article 2, Part 1 “Industrialized Buildings”; Part 2 “Manufactured Housing (Mobile Homes)
29. Mandating State Construction codes, as well as the Georgia State Energy Code

Environmental:

30. The National Environmental Policy Act (NEPA) of 1969 implemented by Executive Order 11514 of March 5, 1970, as amended by Executive Order 11991 of May 24, 1977, and the Council on Environmental Quality's (CEQ) NEPA Regulations, 40 CFR, Parts 1500-1508
31. Environmental Review Procedures for the CDBG Program, HUD (24 CFR, Part 58)
32. The National Historic Preservation Act of 1966 as amended; particularly Section 106 and the Regulations of the Advisory Council on Historic Preservation
33. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971; particularly Section 2(c)
34. The Reservoir Salvage Act of 1960; particularly Section 3, as amended by the Archeological and Historic Preservation Act of 1974
35. Flood Disaster Protection Act of 1973 as amended; particularly Sections 102(a) and 202(a)
36. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly Sections 2 and 5
37. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 56961 et.seq.) particularly Section 2(a)
38. Georgia Air Quality Act of 1978 (O.C.G.A. Section 12-9-1, et. seq.) to regulate air pollution and protect air quality
39. Shore Assistance Act of 1977 (O.C.G.A. Section 12-5-230, et. seq.)
40. Georgia Hazardous Waste Management Act (O.C.G.A. 12-8-60, et. seq.)
41. Georgia Health Code (O.C.G.A. 31-3-1, et. seq.) regulates individual sewerage treatment systems
42. The Coastal Zone Management Act of 1972 as amended; particularly Section 307(c) and (d)
43. The Safe Drinking Water Act of 1974 as amended; particularly Section 1424(e)
44. The Endangered Species Act of 1973 as amended; particularly Section 7
45. The Archaeological and Historic Preservation Act of 1974

46. The Coastal Resources Barriers Act of 1982, as amended
47. The Wild and Scenic Rivers Act of 1968 as amended; particularly Section 7(b) and (c) (16 U.S.C. 1278(b) and (c))
48. The Clean Air Act Amendments of 1970 (P.L. 91-604, 42 U.S.C. 7401 et. seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. 7506(c) and (d))
49. HUD Environmental Standards (24 CFR, Part 51) Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979)
50. Georgia Coastal Marshlands Protection Act of 1970 (O.C.G.A. Section 12-5-280, et. seq.) to protect the ecology of marshlands/wetlands.
51. Georgia Groundwater Use Act of 1972 (O.C.G.A. Section 12-5-170, et. seq.)
52. Georgia Safe Drinking Water Act of 1977 (O.C.G.A. Section 12-7-1, et. seq.)

EXHIBIT C

SAMPLE PUBLIC HEARING NOTICE

_____ is considering applying to the City of Cartersville Affordable Housing Revolving Loan Fund (RLF) for up to \$ _____. These funds must generally be used for the following purpose:

1. to benefit low and moderate income persons; and
2. to construct/rehabilitate owner-occupied affordable housing unit(s).

The activity for which the RLF funds may be used will be in the area of housing. More specific details regarding the funded activity and the amount of assistance will be provided at a public hearing that will be held at _____ on _____, at _____.

The purpose of this hearing will be to inform citizens of the most current RLF application received and to review the progress of previous RLF applications. Persons with special needs relating to handicapped accessibility or foreign language shall contact _____ prior to _____. This person can be located at _____ between the hours of _____, Monday through Friday.

NOTE: The local government administrator shall maintain detailed minutes of this hearing, a “tearsheet” of affidavit pertaining to the public notice and documentation as to whether or not “special needs” were required and, if applicable, addressed.



City of Cartersville

City Council Meeting

3/17/2011 7:00:00 PM

Application for 2011 CDBG Owner-Occupied Housing Rehabilitation

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	2011 CDBG Application for Owner-Occupied Housing Rehabilitation City staff has begun drafting an application for the 2011 CDBG. The proposed program is a residential rehabilitation program focused on owner-occupied homes in the North Towne area (identified as an area of need in the recently adopted Urban Redevelopment Plan). In general, the program seeks to provide deferred payment loans (forgiveable loans) to single family, income qualified homeowners who are in need of home repairs which address health and safety concerns. Applicants will be required to contribute a small amount to the project cost. Meetings with North Towne stakeholders have indicated that this type of program would meet a need of many homeowners in the neighborhood. There is no match required for this grant. Your approval of this application is recommended.
City Manager's Remarks:	This is an application for CDBG funds to be used in housing projects in the North Towne area. Your approval of the application is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution Number: _____

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS REQUESTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN THE AMOUNT UP TO \$500,000.00 FOR REHABILITATION OF HOMES IN THE NORTH TOWN AREA, WHICH BENEFITS LOW AND MODERATE INCOME FAMILIES.

WHEREAS; The City of Cartersville, is seeking to obtain grant funds to rehabilitate homes in the North Town area; and

Now, Therefore Be It Resolved By The City Council of The City of Cartersville, Herein Referred To As “The Applicant”,

1. That Matthew J. Santini in his official capacity as Mayor is authorized to execute and file an application on behalf of the Applicant, a city government, with the Georgia Department of Community Affairs;
2. That the Mayor is authorized to execute and file such applications and assurances or any other documents required by the Georgia Department of Community Affairs;
3. That the Mayor is authorized to execute a grant contract agreement on behalf of the Applicant with the Georgia Department of Community Affairs;
4. That the City of Cartersville while making application to or receiving grant funds from the Georgia Department of Community Affairs will comply with state and federal statutes, regulations, executive orders and administrative mandates as required by said agencies.

APPROVED and ADOPTED this 17th day of March, 2011.

Matthew J. Santini,
Mayor of Cartersville

ATTEST:

Connie Keeling,
City Clerk



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Benefit Trust Company

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Benefit Trust Company provides trustee services for pension plans and is the company that is recommended by the Pension Board to handle the city's pension assets and take care of issuing monthly benefit checks to city retirees. I recommend approval of this agreement with Benefit Trust Company.
City Manager's Remarks:	This change is in conjunction with other changes recently made to the pension fund. Your approval of Benefit Trust Company to provide trustee services is recommended.
Financial/Budget Certification:	
Legal:	Reviewed by the City Attorney's office
Associated Information:	E-verify and SAVE documents are on file with the city.

TRUST ADMINISTRATION AGREEMENT

THIS TRUST ADMINISTRATION AGREEMENT is made and entered into as of the 17th day of March, 2011, among **City of Cartersville** ("Employer"), **The Board of Trustees of the City of Cartersville Pension Plan** ("Trustees"), and Benefit Trust Company, a Kansas trust company ("BTC").

WHEREAS, the Employer has adopted a retirement plan to be known as the **City of Cartersville Pension Plan** ("Plan") for the benefit of certain of its employees, effective April 15, 1973; and

WHEREAS, the Employer and the Trustees desire to enter into a Trust Administration Agreement with BTC for the purpose of holding certain Plan assets and providing certain services for the Plan; and

WHEREAS, BTC is willing to provide services as a Trust Administrator, but only on certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Employer and the Trustees hereby appoint BTC as Trust Administrator for the Plan, and BTC hereby accepts such appointment and agrees to provide the services only as described in the attached Terms and Conditions. The Employer and the Trustees represent and warrant to BTC that they have authorized Clark Weeks to serve as their agent ("Agent") to forward to BTC instructions on behalf of the Trustees, Employer, Plan Administrator or other Plan fiduciary responsible for the operation and administration of the Plan, and the Participants, if applicable.

The Employer, the Trustees and BTC have executed this Trust Administration Agreement to be effective as of the day and year first above written.

CITY OF CARTERSVILLE

/s/ _____

Matthew J. Santini
Mayor

ATTEST:

/s/ _____

Connie Keeling
City Clerk

BENEFIT TRUST COMPANY

Trust Administrator

By: _____

Print Name: _____

Title: _____

Trustee

Print Name: _____

Trustee

Print Name: _____

Trustee

Print Name: _____

Trustee

Print Name: _____

Trustee

Print Name: _____

TRUST ADMINISTRATION AGREEMENT

Terms and Conditions

The Employer, Trustees and BTC agree that BTC shall serve as Trust Administrator for the Plan as described in this Trust Administration Agreement pursuant to the following terms and conditions:

Section One - Establishment of Trust Fund

1.1 Assets. The Trustees or the Employer from time to time will place with BTC some or all of the assets of the Plan (such assets are referenced herein, whether held in a separate account or accounts for the Plan, or in an omnibus account or accounts with assets of other qualified retirement plans, as the "Trust Fund"). BTC agrees to hold, invest, exchange and otherwise deal with the Trust Fund in accordance with the following terms and conditions. The duties and responsibilities of BTC with respect to the Trust Fund shall be determined solely in accordance with this Trust Administration Agreement and shall not be deemed to be enlarged by the provisions of the Plan.

1.2 Contributions. BTC shall have no duty to determine any Plan contributions, and shall be under no obligation to collect the same. The Employer shall have the sole duty and responsibility for determining the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to BTC and compliance with any statute, regulation or rule to such contributions. BTC shall be accountable solely for monies or properties actually received by it. The Employer may direct BTC through the Agent to debit a pre-authorized Employer account through the Automated Clearing House system, and hereby authorizes the Agent to transmit such information and direction. BTC, when providing the service contemplated under this Section 1.2, shall be entitled without liability to rely upon the accuracy of information, orders, instructions and authorizations received from the Employer through the Agent and the authenticity of any representation purporting to be from, or signature purporting to be of, the Employer or Agent. BTC may rely on information, orders, instructions and authorizations provided by the Employer through the Agent with respect to any of its affiliate or subsidiary or provided by an affiliate or subsidiary of the Employer with respect to the employer, without inquiry into the authority of such party to give such information. The Employer shall provide, or cause to be provided, to BTC any information or documents, and execute, or cause to be executed, any document or instrument which BTC reasonably deems necessary or appropriate to establish a new account or provide the service hereunder, including without limitation, specifications, signature cards (either manual or facsimile signatures) and test transmissions, corporate resolutions or other equivalent organizational authorization and transmissions. The Employer agrees to comply with, and be bound by, all Automated Clearing House operating rules (including but not limited to the operating rules and guidelines of the National Automated Clearing House Association, and the New England Automated Clearing House Association) as in effect from time to time.

1.3 Agent. The Employer has appointed the Agent to perform certain services under the Plan. The Employer and the Trustees have authorized the Agent to forward to BTC instructions on behalf of the Trustees, Employer, Plan Administrator or Participants.

1.4 Reliance on Instructions. BTC shall be fully protected in acting upon any instruction, order, instrument, certificate, or paper (each referenced herein as an "Instruction") of the Employer, Plan Administrator or Trustees believed by it to be genuine and to be properly executed, and BTC shall be under no duty to make any investigation or inquiry as to any statement contained in any such Instruction

but may accept the same as fully authorized by the Employer, Plan Administrator or Trustees, as the case may be. The Agent and not BTC shall be responsible for determining that all Instructions provided to BTC through the Agent are given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. BTC may conclusively presume that any Instructions received through the Agent have been duly authorized by the Employer, Plan Administrator, or Trustees, as applicable, pursuant to the terms of the Plan and applicable law. Whenever this Trust Administration Agreement specifies that a communication shall be in writing, BTC shall be protected in relying upon such communication made by telecopy or electronic transmission to the same extent as an original instrument.

Section Two - Investments

2.1 Investment Authority. The Employer, through the Agent, shall direct BTC with regard to the investment of the Trust Fund into any permitted investment.

2.2 Permissible Investments. Assets of the Trust Fund shall be invested only in investment options selected by the Employer and appropriate for retirement plans meeting the requirements of Internal Revenue Code Section 401(a) and State of Georgia laws. Such selection shall be limited to (i) shares of investment companies registered under the Investment Company Act of 1940, (ii) collective funds maintained by a bank or trust company, (iii) various classes of common stock of the Employer, (iv) pools of insurance contracts, (v) funds managed by a registered investment manager, bank or insurance company, and (vi) accounts managed by named fiduciaries for the Plan and (vii) cash designated for contribution to or distribution from the self-directed broker-dealer account offered by a third-party broker-dealer offered under the Plan, provided, however, that BTC shall have no responsibility for the trading, execution, settlement or custody of investments made through such broker-dealer account. The Employer shall be responsible for ensuring compliance with all conditions, limitations and restrictions applicable to any investment in any investment option.

2.3 Duties of BTC. BTC shall place assets of the Trust Fund in permitted investments as directed. BTC shall be under no duty to question, and shall incur no liability on account of following, any investment Instructions received through the Agent. BTC shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment directions given, or to make suggestions in connection therewith.

Section Three - Duties of BTC

3.1 Contributions and Investments. BTC shall receive Plan contributions as described and permitted by the Plan and shall hold, invest and reinvest the assets in the Trust Fund without distinction between principal and interest; provided, however, that nothing in the Plan shall require BTC to maintain physical custody of stock certificates (or other indicia of ownership of any type of asset) representing assets within the Trust Fund. If BTC receives any contribution that is not accompanied by investment Instructions, BTC shall immediately notify the Plan Administrator, through the Agent, and BTC may hold the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment Instructions.

3.2 Payments and Disbursements. BTC shall be responsible for issuing checks or drafts to such parties and for such amounts as the Plan Administrator, through the Agent, shall instruct. BTC shall be fully protected in making such payments pursuant to Instructions from time to time and shall have no responsibility whatsoever respecting the purposes or propriety of such payments or the application of such

monies.

3.3 Books and Records. BTC shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions of the Trust Fund hereunder, and all accounts, books and records relating thereto shall be open at all reasonable times to inspection and audit by any person designated by the Employer. The Agent, and not BTC, shall be responsible for maintaining the records of any Plan account (if such account is held in and a part of an omnibus account) or segregated fund of a Participant, if any. After the close of each Plan Year, or upon the termination of this Trust Administration Agreement, BTC shall provide information to the Agent relating to all investments, receipts, disbursements, and other transactions effected during the past Plan Year or during the period from the close of the preceding Plan Year to the date of such termination, including a description of all securities and investment purchases and sales with the cost or net proceeds of such purchases or sales and showing all cash, securities and other property held at the close of such Plan Year or other period, valued currently, and such other information as may reasonably be required of BTC; provided however, that BTC shall not be obligated to provide any information that it is not otherwise maintaining in the course of its discharge of duties hereunder. Neither the Employer, Plan Administrator, Participant, Beneficiary or any other person shall have the right to demand or be entitled to any further or different reporting or accounting by BTC, other than that to which they may be entitled under the law. Nothing contained herein will be construed or interpreted to deny BTC the right to have its account judicially determined.

3.4 Advances. BTC is authorized, but is not obligated, to advance funds or to arrange for another financial institution to advance funds from time to time for the purchase of investment assets, for distributions from the Trust Fund and for other purposes prior to receipt of sufficient funds (whether contributions or proceeds of the liquidation of other investments). All such advances shall be made subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the rules, regulations, rulings and interpretations thereunder, including but not limited to the U.S. Department of Labor's Prohibited Transaction Class Exemption 80-26, as amended from time to time. If sufficient funds to repay any such advance are not received by the following business day, BTC may, in its discretion, then or at any time thereafter prior to such repayment, sell, redeem or otherwise liquidate any assets of the Trust Fund in order to repay such advance. Any gain realized upon such liquidation, after payment of any related costs and expenses, shall belong to the Plan. The Employer shall reimburse BTC on demand for any portion of any such advance and the related costs and expenses not repaid from the proceeds of the liquidation.

3.5 Voting of Shares. BTC shall provide any materials received by it relating to voting securities to the Agent, which shall provide the same to the Employer, which shall be responsible for voting securities or arranging for such securities to be voted in accordance with the Plan and applicable law. It is understood that BTC shall take actions only pursuant to Instructions of the Employer (or Participants, if Participant direction is permitted in the Plan Document) transmitted to BTC by the Agent.

3.6 Fund Liquidity; Deposit Accounts. BTC shall keep such portion of the Trust Fund in cash or cash balances as may be directed from time to time by the Employer, through the Agent. BTC shall not be liable for any interest on any cash balances so maintained, nor for interest on any cash or cash balances maintained in the Trust Fund pending investment in accordance with appropriate directions. Monies being transferred to and disbursed by BTC may be held in non-interest bearing transaction accounts in financial institutions selected by BTC for purposes of collections and processing transfers and disbursements. BTC may transfer monies from the Trust Fund to such accounts prior to issuance of wire transfer orders or checks, drafts or other instruments payable from such accounts. BTC's and its affiliated

financial institution's ability to earn income on amounts held in non-interest bearing accounts has been taken into consideration in establishing BTC's fees hereunder. BTC and any such affiliated financial institution shall be entitled to retain any such income as a part of the agreed compensation hereunder, and such income shall not be or become a part of the Trust Fund.

3.7 Broker Selection. If the Employer instructs BTC to utilize the services of any broker, dealer, employee or representative of either, or any other person ("Broker") to render services to the Trust Fund, or should BTC require the services of such persons in order to fulfill its obligations pursuant to this Trust Administration Agreement, the Employer shall be solely responsible for the selection or designation of such Broker and shall be solely responsible for the acts of such Broker.

3.8 Valuation. BTC shall determine or have determined the value of the Trust Fund as of each Valuation Date. BTC shall report such values to the Agent. BTC shall rely exclusively upon, and shall not be responsible for, share and unit values established by third parties or by BTC in its capacity as a mutual fund recordkeeper, transfer agent or custodian, including but not limited to:

- (a) in connection with mutual funds, the net asset value reported to BTC by such mutual funds or the transfer or other agents of such mutual funds or any generally recognized pricing service;
- (b) in connection with bank collective funds, the unit value as reported by the Trustees of such funds or its agent;
- (c) in connection with policies and contracts with insurance companies or other financial institutions, the book value or other value ascribed to such policies or contracts by the insurance company or its agent or other financial institution or its agent; and
- (d) in connection with publicly traded securities, the market price of such securities as reported to the public in a generally available form.

BTC shall have no liability from the failure or delay of any pricing source to provide a valuation as of any Valuation Date. If values for any investment of the Trust Fund are not generally available, BTC shall rely upon Instructions provided to it by the Employer, through the Agent, as to valuation procedures.

3.9 Record Retention. All records maintained by BTC with respect to the Trust Fund shall be held for such period as may be required under applicable law. Upon the expiration of any such required retention period, BTC shall have the right to destroy such records. BTC shall have the right to preserve all records and accounts in original form, or on microfilm, magnetic tape, or any other similar process.

3.10 Regulatory Matters. BTC shall conclusively presume that the Employer, Plan Administrator or other responsible party has made all filings required by law as of the date required. Should BTC incur any liability by reason of any party's failure to timely file, the Employer shall indemnify and hold BTC harmless for any and all liabilities, costs, expenses (including reasonable attorney's fees) and other obligations, including penalties and interest, incurred by BTC. BTC shall not be required to take any action upon receipt of any notice from the IRS or other taxing authority except to promptly forward a copy thereof to the Employer, through the Agent. BTC shall promptly notify the Employer, through the Agent, with regard to any tax assessments it receives on any income or property

maintained in the Trust Fund. The Employer, and not BTC, shall be responsible for contesting any such assessments or litigating any such claims.

3.11 Withholding. In connection with the disbursement of funds from the Trust Fund to a Participant, the Employer hereby instructs BTC to withhold and remit to the IRS and other applicable taxing authorities the amount of any income tax withholding required by law; provided, however, BTC shall rely exclusively on Instructions from the Agent as to the amount of withholding to remit to the IRS and other applicable taxing authorities. Accordingly, the Agent shall maintain income tax withholding information for each Participant as required by the IRS and other applicable taxing authorities and all other information required to be filed with the IRS and other applicable authorities and shall provide in a timely fashion to BTC all information that the IRS and other applicable taxing authorities may require BTC to report. BTC shall be responsible for reporting to each Participant the income tax withheld and remitted to the IRS and other applicable taxing authorities and such other information as may be required to be provided to Participants by the IRS and other applicable taxing authorities. The Agent shall provide such tax information to BTC in a form acceptable to BTC.

3.12 Powers of Trust Administrator. Except as otherwise provided in this Trust Administration Agreement, BTC shall have the power to take any non-discretionary action with respect to the Trust Fund which it deems necessary to discharge its responsibilities under this Trust Administration Agreement. BTC is expressly authorized: to hold securities or other property in its own name, in the name of its nominee or in bearer form; to employ suitable agents and counsel and to pay their reasonable expenses and compensation; and to make, execute, acknowledge and deliver any and all instruments in writing that may be necessary to carry out its responsibilities.

Section Four - Compensation

4.1 Trust Administrator's Compensation. The Employer acknowledges that BTC, in its capacity as Trust Administrator for the Plan, is compensated directly by the Employer, who may direct BTC to withdraw its fees directly from the trust.

Section Five - Limitation of Trust Administrator's Liability

5.1 Indemnification. The Employer shall, at all times, fully indemnify and save harmless BTC, its successors and assigns, for and from any loss or expense (including reasonable attorneys' fees) arising out of or attributable to (a) any act or conduct (except for BTC's own willful misconduct or negligence) in its capacity as Trust Administrator, or (b) by reason of any breach of any statutory or other duty owed to a Plan by the Employer, the Plan Administrator, the Agent or any delegate of any of them (and for the purposes of this sentence BTC shall not be considered to be such a delegate). BTC shall not be under any obligation to prosecute or defend any action or suit in respect of the agency relationship hereunder which, in its opinion, may involve it in expense or liability, unless the Employer will, as often as requested, furnish BTC with satisfactory security and indemnity against such expense or liability.

5.2 Limitation of Liability. Under no circumstances shall BTC be liable to the Employer, or the Plan for (a) indirect, special or consequential damages, irrespective of whether or not BTC was apprised of the likelihood of such damages or (b) the failure or delay in performance of its obligations hereunder, or those of any entity for which it is responsible hereunder, arising out of or caused, directly or indirectly, by circumstances beyond the affected entity's reasonable control, including, without limitation: any interruption,

loss or malfunction of any utility, transportation, third party computer (hardware or software) or communication service; a delay in mails; governmental or exchange action, statute, ordinance, rulings, regulations or direction; war, strike, riot, emergency, civil disturbance, terrorism, vandalism, explosions, labor disputes, freezes, floods, fires, tornadoes, acts of God or public enemy, revolutions, or insurrection.

5.3 Plan Qualification and Filing. The Employer represents and warrants to BTC that the Plan meets the requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and that it has made all Federal filings required by federal law as of the date required. Should BTC incur any liability by reason of the Plan's failure to qualify or failure to timely file, the Employer shall fully reimburse BTC for any and all obligations, including penalties, interest or expenses, so incurred by BTC.

5.4 Reliance on Opinion of Counsel. BTC may consult with legal counsel concerning any question which may arise with reference to this Trust Administration Agreement and its powers and duties hereunder. The written opinion of such counsel shall be full and complete protection of BTC with respect to any action taken or suffered by BTC hereunder in good faith reliance on said opinion.

Section Six - Termination

6.1 This Trust Administration Agreement shall be in effect until December 31, 2011 and is automatically renewable for three additional one (1) year periods, unless prior to December 31 of the then current term, the Mayor and City Council of the City of Cartersville take action to terminate this Agreement. Additionally, upon the election and swearing in of the Mayor and City Council every two years said Mayor and City Council may terminate this agreement by taking action within thirty (30) days from their swearing in. Furthermore, this Trust Administration Agreement may be terminated by any party at any time upon ninety (90) days' written notice to the other parties. Upon termination of this Trust Administration Agreement, BTC shall promptly deliver all monies then held by it hereunder, pursuant to written instructions provided by the Employer, provided, however, that BTC may retain an amount equal to the then-outstanding drafts issued on the Trust Fund, and any compensation and expenses due to BTC as of the date of termination. If BTC retains any monies of the Plan, it shall deliver to the Employer a written statement detailing the outstanding drafts, unpaid compensation and expenses.

Section Seven - Miscellaneous

7.1 Scope of BTC's Duties. The duties and responsibilities of BTC shall be determined solely in accordance with this Trust Administration Agreement and shall not be deemed to be enlarged by the provisions of the Plan or any ancillary agreement. In the event any provision of the Trust Administration Agreement conflicts with the terms and conditions of the Plan or a trust agreement with respect to the duties of BTC, the provisions contained herein shall control.

7.2 Entire Agreement. This Trust Administration Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof, whether oral or written.

7.3 Amendment and Assignment. This Trust Administration Agreement may not be modified or amended except in a written instrument executed by the parties hereto. Neither this Trust Administration Agreement nor any rights or obligations hereunder may be assigned by any party hereto, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the others,

such consent not to be unreasonably withheld, except to entities controlled by, under common control with or controlling the assigning party, provided that such assignee has financial capacity at least equal to that of the assignor. The foregoing restriction on assignment shall not preclude any party from appointing agents and delegating responsibilities hereunder to such agents.

7.4 Governing Law. The validity, construction and performance of this Trust Administration Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas, without reference to the choice of laws principles thereof.

7.5 Parties Bound. This Trust Administration Agreement shall be binding upon the parties hereto, all participants in the Plan and all persons claiming under or through them pursuant to the Plan, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them. To the extent permitted by law, only BTC and the Employer shall be necessary parties in any application to the Courts for an accounting by BTC or for an interpretation of this Trust Administration Agreement. Also to the extent permitted by law, no participant or other person having an interest in the Plan shall be entitled to any notice or service of process.

7.6 Severability. If any provision of this Trust Administration Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Trust Administration Agreement shall continue to be fully effective.

7.7 No Liability for Acts of Predecessor and Successor. BTC shall have no liability for the acts or omissions of its predecessors or successors in office.

7.8 Survival. The representations, warranties, covenants, indemnities, sharing of records and information, and choice of law provisions shall survive the termination of this Trust Administration Agreement.

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



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Georgia Department of Corrections - Contract Revision

SubCategory:	Contracts/Agreements
Department Name:	Public Works Department
Department Summary Recommendation:	Back in December, the Mayor and City Council approved a third corrections crew for the Public Works Department. When the Department of Corrections wrote up the contract, the contract term was for a year and should have been for a six-month period since this new contract started with half of our budget year gone already. This revision has been requested by the Department of Corrections with the only changes from the previously adopted one is the term is for six months. This equates to one half of the guards salary. We recommend approval.
City Manager's Remarks:	This is a 'timing change' that has been requested by the Department of Corrections. There is no increase in cost. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	Everify and SAVE information is on file. Original Contracts will be given to our City Clerk.



City of Cartersville

City Council Meeting

3/17/2011 7:00:00 PM

Stormwater Channel Clearing- Bruce Street to North Erwin Street

SubCategory:	Contracts/Agreements
Department Name:	Public Works Department
Department Summary Recommendation:	As part of our on-going efforts to ease flooding within our City, we have begun to clean segments of a large drainage ditch system that extends from Pettit Creek upstream as far as the Cherokee Place Shopping Center. One particular segment that is in dire need of attention is the segment from Bruce Street down to North Erwin Street near the Taxi business. This segment runs very close to the Spring City Complex. In fact, you can step out of the rear of the structures there and be inside the ditch very easily. Recent heavy rains have caused these businesses to take on water due to extreme growth of vegetation along and inside the channel as well as large cross ties and scrap steel rail materials that have been dumped there by the railroad. There is at least 500 linear feet of this channel that is actually inside the railroad right of way. To avoid the possibility of additional flooding, we have called our contractor that has cleaned the railroad ditch south of town in the recent months to help us get this section cleaned. This request is after the fact, but to avoid another flooding problem we have gone ahead with our City Manager's approval to treat this cleaning segment as an emergency repair. I would like to recommend that this cleaning be approved and to spend a "Not-to-Exceed" amount of \$21,000.00. This work is so tedious that paying by the hour is the only fair way to handle it. This amount is for cleaning only. There are some structural issues with the pipe system that we will save for later.
City Manager's Remarks:	This item needs your approval.
Financial/Budget Certification:	Funding will come from 2007 SPLOST "Stormwater".
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Miscellaneous Stormwater Projects

SubCategory:	Bid Award/Purchases
Department Name:	Public Works Department
Department Summary Recommendation:	There are three small stormwater projects that have been in the works for some time that we had planned to do with Public Works Crews. Due to recent flooding conditions our work load has prevented us from getting these done. The projects are Woodview Drive curb replacement, Freeman Street storm drain re-location, and Etowah Drive curb installation along 321 Etowah. All three projects are needed and are areas that have recently flooded with the heavy rains we have received. We have bid out the labor only on these projects with the City furnishing all materials. We solicited two bids from contractors that are presently completing the Granger Drive and the Green Ives Lane/Cook Street projects. Projects were bid out individually, but lump sum totals are listed as follows: • Labor Only Johnny's Grading and Hauling bid \$26,009.40 • C.H. Kirkpatrick Construction bid \$22,974.75. Both of these contractors do excellent work within the City Right-of-way especially on these type projects. The materials that will supplement the low bid are approximately \$9,500.00. We recommend the low bid for labor only to C.H. Kirkpatrick Construction for the amount of \$22,974.75 with the City to furnish the materials.
City Manager's Remarks:	Your approval of the bid award to C.H. Kirkpatrick in the amount of \$22,974.75 is recommended for your approval.
Financial/Budget Certification:	Funding for these projects will be from 2007 SPLOST.
Legal:	
Associated Information:	Everify and Save documentation for the contractor are already on file.



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Tennessee Street Water Main Modifications

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	MEMO TO: Sam Grove FROM: Jim Stafford DATE: March 4, 2011 SUBJECT: Tennessee Street Water Main Modifications The Water Department has need of constructing modifications to the existing 6 inch water main along Tennessee Street in the area of the intersection with Highway 41. This work will involve installation of a new fire hydrant and termination of the section of line under Highway 41. Bids for this work were received from three different contractors. • T.J. Lyle & Co. Inc. \$7,225.00 • C.H. Kirkpatrick & Sons \$10,875.00 • C & L Contractors \$14,680.00 The Water Department recommends approval of the agreement to T.J. Lyle & Co. of Taylorsville, Georgia for the amount of \$7,225.00. This work will be paid for from the budget. The Contractor has submitted proper E-verify and SAVE documentation.
City Manager's Remarks:	Bid award T.J. Lyle & Co. in the amount of \$7,225.00, as outlined above, is recommended for your approval.
Financial/Budget Certification:	Paid for from the budget
Legal:	SAVE and Everify have been submitted
Associated Information:	



City of Cartersville

**City Council Meeting
3/17/2011 7:00:00 PM
Electrical Work at Water Polution Control Plant**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	Memo To: Sam Grove From: Jim Stafford Date: 3-8-11 Subject: Contract Electrical Work at WPC In order to utilize the automated system in the WPCP we must upgrade some of the electrical wiring in the plant. This also includes one item for rewiring electrical service to a 120 Hp pump which is \$13,000.00. Prices for this work were received as follows: • Etowah Electrical Solutions, Inc \$38,700.00 • Southern Industrial Contracting Co \$37,945.03 • Fox Systems, Inc \$42,250.00 I recommend Etowah Electrical Solutions, Inc to do the work. We can pay for this from savings in the budget from the line item for electrical.
City Manager's Remarks:	Bid award to Etowah Electrical, as recommended above, is recommended.
Financial/Budget Certification:	Paid from the budget
Legal:	SAVE and Everify documents on file.
Associated Information:	



City of Cartersville

**City Council Meeting
3/17/2011 7:00:00 PM
Cord for Pump Station**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 3-8-11 Subject: Replace Power Control Cord (WPCP) The electric cord on the Komatsu waste water Pump Station has to be replaced because it is shorting out. This is a specialty item but we were able to get two prices on it. The prices are as follows: • Rome Electric Motor Works, Inc \$7,295.79 • Flight \$7,295.79 I recommend purchasing from Rome Electric Motor Works, Inc. since they have the pump in at their shop. This item will be paid for out of maintenance to equipment in the budget.
City Manager's Remarks:	Your approval of the purchase above is recommended.
Financial/Budget Certification:	To be paid for from the budget
Legal:	
Associated Information:	SAVE and Everify documentation on file



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Repair of Gate at Water Polution Control Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 3-8-11 Subject: Repair of Front Security Gate WPCP Bids were received for repair of the front gate at the Wastewater Treatment Plant. We need to have a functional gate to control access to the plant. The bids were as follows: - Controlled Access, Inc. \$6,200.50 - Fleetwood Security and Electronic Services, Inc. \$7,140.00 - Telenet Systems & Alarm Systems \$6,654.00 I recommend approval to contract with the low bidder Telenet Systems & Alarm Systems to do this work. This will be paid for from budget.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Paid for from the budget
Legal:	
Associated Information:	SAVE and Everify documents on file



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Repair Lift Pumps in WPCP

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 3-8-11 Subject: Repair Lift Pumps in WPCP There are two screw lift pumps in the wastewater plant that are worn so bad they have lost their pumping capacity. They need to be re-worked to get them back in service. These pumps have been in service since 1971. We found that doing the work in place would save about 50% of the project cost. Two prices were received as follows: • Southern Machine and Fabrication Co Inc. \$29,960.00 • A & D Contracting and Machine Shop, Inc \$35,275.00 I recommend using Southern Machine and Fabrication Co. Inc. to do this work. This will be paid from maintenance to equipment.
City Manager's Remarks:	The bid award to Southern Machine in the amount of \$29,960.00 to fix to screw lift pumps at the Water Pollution Control Plant is recommended.
Financial/Budget Certification:	Paid for out of the budget
Legal:	Esave and Everify documents have been completed.
Associated Information:	



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
Variable Speed Drive at Water Pollution Control Plant

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 3/8/2011 Subject: Variable Speed Drive at WPCP The return sludge pump at the wastewater plant is 125 Hp. In order to vary the volume of water pumped and the electrical consumption we need to put in a variable speed drive. This will allow us to optimize it's performance. Prices were received from the following: • Rome Electric Motors \$8,348.00 • Flyght Pump Co. \$25,381.63 There is a large discrepancy in price due to the name and extra options on the Flyght unit. This is a Flyght pump but they do not provide a basic variable speed drive unit. This is an extremely good price and I recommend approval of this purchase from Rome Electric. This will be paid for out of the budget for equipment maintenance.
City Manager's Remarks:	Bid award to Rome Motors, in the amount of \$8,348.00, for a variable speed drive, is recommended for your approval.
Financial/Budget Certification:	Paid for from the budget
Legal:	
Associated Information:	Save and Everify are on file



City of Cartersville

City Council Meeting
3/17/2011 7:00:00 PM
January 2011

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

MONTHLY SUMMARY

As of January 31, 2011

GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures		FY 2009 - 10 MONTH OF January-10	FY 2010 - 11 MONTH OF January-11	FY 2009 - 10 Year to Date January-10	FY 2010 - 11 Year to Date January-11	100.00% OF BUDGET (Year to Date)
REVENUE		\$1,514,518	\$1,698,974	\$14,425,615	\$14,433,201	63.69%
EXPENDITURE		\$1,610,935	\$1,967,746	\$12,992,096	\$13,738,699	60.63%
Gen. Fund Net Profit (Loss)		(\$96,417)	(\$268,772)	\$1,433,519	\$694,502	
<u>WATER & SEWER</u>						
REVENUE		\$996,552	\$923,544	\$8,038,620	\$7,756,273	52.55%
EXPENDITURE		\$1,063,116	\$937,153	\$7,396,712	\$7,237,978	49.04%
Wtr. & Swr. Fund Net Profit (Loss)		(\$66,564)	(\$13,609)	\$641,908	\$518,295	
<u>GAS</u>						
REVENUE		\$4,162,689	\$3,342,739	\$12,361,848	\$12,318,255	41.25%
EXPENDITURES		\$2,962,490	\$2,233,719	\$12,930,740	\$13,157,090	44.06%
Gas Fund Net Profit (Loss)		\$1,200,199	\$1,109,020	(\$568,892)	(\$838,835)	
<u>ELECTRIC</u>						
REVENUE		\$3,305,595	\$3,425,385	\$24,872,893	\$24,613,495	57.04%
EXPENDITURES		\$3,082,017	\$2,789,998	\$22,308,188	\$23,093,788	53.52%
Electric Fund Net Profit (Loss)		\$223,578	\$635,387	\$2,564,705	\$1,519,707	
<u>STORMWATER</u>						
REVENUE		\$100,304	\$97,376	\$700,770	\$685,981	56.88%
EXPENDITURE		\$53,015	\$137,533	\$469,658	\$848,344	70.34%
Stormwater Fund Net Profit (Loss)		\$47,289	(\$40,157)	\$231,112	(\$162,363)	
<u>SOLID WASTE</u>						
REVENUE		\$163,271	\$162,577	\$1,131,631	\$1,149,903	53.22%
EXPENDITURE		\$137,630	\$139,085	\$1,243,367	\$1,109,239	51.33%
Solid Waste Fund Net Profit (Loss)		\$25,641	\$23,492	(\$111,736)	\$40,664	
<u>FIBER OPTICS</u>						
REVENUE		\$133,171	\$145,553	\$917,564	\$1,105,481	71.35%
EXPENDITURE		\$142,900	\$98,662	\$810,561	\$727,224	46.94%
Fiber Fund Net Profit (Loss)		(\$9,729)	\$46,891	\$107,003	\$378,257	

				% of Monthly Totals to Budget
General Fund	Description	Through 1-31-11	FY 2011 Budget	
	Total Revenues	\$14,433,201	\$22,660,440	63.69%
	GO Bond Proceeds from School	\$2,191,308	\$2,561,400	85.55%
	Property Taxes-City Portion Only	\$1,249,417	\$1,213,065	103.00%
	Local Option Sales Tax (LOST)	\$2,803,067	\$4,195,135	66.82%
	Other Taxes	\$4,006,214	\$6,776,105	59.12%
	Building Permit & Inspection Fees	\$21,903	\$60,000	36.51%
	Fines and Forfeitures	\$301,054	\$530,000	56.80%
	Operating Transfers In-City Utilities	\$2,187,074	\$3,749,270	58.33%
	Other Revenues	\$1,673,164	\$3,575,465	46.80%
	Total Expenditures	\$13,738,700	\$22,660,440	60.63%
	Personnel Expenses	\$7,957,637	\$13,307,635	59.80%
	Operating Expenses	\$3,469,186	\$5,551,815	62.49%
	Capital Expenses	\$12,130	\$783,890	1.55%
	GO Bond Proceeds from School	\$1,957,972	\$2,561,400	76.44%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$7,756,273	\$14,760,380	52.55%
	Water Sales	\$4,688,671	\$7,834,930	59.84%
	Sewer Sales	\$2,475,270	\$4,176,700	59.26%
	Bond Proceeds	\$0	\$1,500,000	0.00%
	Other Revenues	\$592,332	\$1,248,750	47.43%
	Total Expenditures	\$7,237,978	\$14,760,380	49.04%
	Personnel Expenses	\$1,692,808	\$2,825,445	59.91%
	Operating Expenses	\$1,441,996	\$3,115,275	46.29%
	Capital Expenses	\$233,689	\$2,194,000	10.65%
	Transfer To General Fund	\$1,546,209	\$2,632,390	58.74%
	Debt Payments	\$2,323,276	\$3,993,270	58.18%
Gas Fund	Total Revenues	\$12,318,255	\$29,862,510	41.25%
	Gas Sales	\$11,477,172	\$25,803,605	44.48%
	Gas Commodity Charge	\$668,837	\$1,245,000	53.72%
	Bond Proceeds	\$0	\$2,070,205	0.00%
	Proceeds from Capital Leases	\$0	\$16,000	0.00%
	Other Revenues	\$172,246	\$727,700	23.67%
	Total Expenses	\$13,157,090	\$29,862,510	44.06%
	Personnel Expenses	\$949,245	\$1,651,430	57.48%
	Operating Expenses	\$207,504	\$804,405	25.80%
	Purchase of Natural Gas	\$10,133,282	\$21,377,080	47.40%
	Transfer to General Fund	\$1,769,473	\$3,294,345	53.71%
	Capital Expenses	\$97,586	\$2,735,250	3.57%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 1-31-11	FY 2011 Budget	
	Total Revenues	\$24,613,495	\$43,152,600	57.04%
	Electric Sales	\$23,793,774	\$41,886,000	56.81%
	Other Revenues	\$819,721	\$1,266,600	64.72%
	Total Expenses	\$23,093,788	\$43,152,600	53.52%
	Personnel Expenses	\$1,176,561	\$1,959,450	60.05%
	Operating Expenses	\$689,659	\$1,294,780	53.26%
	Purchase of Electricity	\$19,787,410	\$37,333,800	53.00%
	Capital Expenses	\$179,199	\$364,600	49.15%
	Transfer to General Fund	\$1,260,959	\$2,199,970	57.32%
Stormwater Fund	Total Revenues	\$685,981	\$1,206,005	56.88%
	Stormwater Revenues	\$680,648	\$1,152,005	59.08%
	Other Revenues	\$5,333	\$14,000	38.09%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$40,000	0.00%
	Total Expenses	\$848,344	\$1,206,005	70.34%
	Personnel Expenses	\$221,296	\$375,040	59.01%
	Operating Expenses	\$258,020	\$490,965	52.55%
	Capital Expenses	\$369,028	\$340,000	108.54%
Solid Waste Fund	Total Revenues	\$1,149,903	\$2,160,845	53.22%
	Refuse Collections Revenues	\$1,119,857	\$1,933,645	57.91%
	Other Revenues	\$30,046	\$47,200	63.66%
	Proceeds From Capital Leases	\$0	\$180,000	0.00%
	Total Expenses	\$1,109,240	\$2,160,845	51.33%
	Personnel Expenses	\$555,070	\$989,815	56.08%
	Operating Expenses	\$554,170	\$991,030	55.92%
	Capital Expenses	\$0	\$180,000	0.00%
Fiber Optics Fund	Total Revenues	\$1,105,481	\$1,549,325	71.35%
	Fiber Optics Revenues	\$868,990	\$1,447,355	60.04%
	GIS Revenues	\$66,100	\$101,970	64.82%
	Other Revenues	\$170,391	\$0	
	Total Expenses	\$727,224	\$1,549,325	46.94%
	Personnel Expenses	\$304,610	\$496,485	61.35%
	Operating Expenses	\$261,019	\$604,740	43.16%
	MEAG Telecom Statewide Pymt	\$140,991	\$239,100	58.97%
	Capital Expenses	\$20,604	\$209,000	9.86%

Cash Position	6/30/10	7/31/10	8/31/10	9/30/10	10/31/10	11/30/10	12/31/10
Total Unrestricted Cash Balance	\$8,890,105.29	\$7,845,404.59	\$7,638,085.25	\$7,952,368.34	\$10,009,196.68	\$9,424,338.85	\$7,115,097.67
Total Restricted Cash Balance	\$47,418,581.56	\$47,894,357.14	\$47,572,697.02	\$48,848,229.34	\$49,903,957.61	\$50,366,278.51	\$51,479,175.64
Cash Position		1/31/11	2/28/11	3/31/11	4/30/11	5/31/11	6/30/11
Total Unrestricted Cash Balance		\$7,628,740.53					
Total Restricted Cash Balance		\$51,109,257.91					