



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 – 2/17/2011
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. February 3, 2011 (Page 3-8)

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B. Second Reading of Ordinances

1. Amendment to Parade Permit Ordinance (Page 9- 10)

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C. Proclamations

1. Arbor Day (Page 11-12)

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

1. Z11-01 Rezoning application T-Shell Cartersville for property located at 9 Medical Drive from P-S to O-C (Page 13-17)

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E. First Reading of Ordinances

1. Amendment to Permit Fees Ordinance (Page 18-19)

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2. Amendment to Retirement Plan Ordinance (Page 20-21)

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F. Appointments

1. Downtown Development Authority (Page 22)

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G. Contracts/Agreements

1. Georgia Department of Transportation: 2005 Transportation Enhancement Grant for Leake Mound-Etowah Riverwalk Link (Page 23-28)

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2. Weeks Retirement Solutions Regarding Investment Advisor (Page 29-49)

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3. Condrey and Associates Regarding Wage and Salary Study (Page 50-57)

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H. Bid Award/Purchases

1. Retiree Insurance Renewal (Page 58-59)

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2. Reconstruct South Hangar Taxiway Pavement (Page 60-61)

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3. Emergency Repair to Damaged Water Main: Water Plant to Main Street (Page 62)

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4. Video System for Police Vehicles (Page 63-66)

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I. Monthly Financial Statement

1. December 2010 Financial Report (Page 67-70)

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City of Cartersville

City Council Meeting
2/17/2011 7:00:00 PM
February 3, 2011

SubCategory:	Council Meeting Minutes
Department Name:	City Clerk
Department Summary Recommendation:	The minutes for the February 3, 2011 Council Meeting are attached for your approval.
City Manager's Remarks:	Minutes for the February 3rd meeting have been developed and reviewed by staff. Your approval of them is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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

I. Opening Meeting

Invocation by Council Member Pruitt

Pledge of Allegiance led by Council Member Hodge

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; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and David Archer, City Attorney. Jayce Stepp, Council Member Ward Two was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. January 20, 2011

A motion to approve the January 20, 2011 City Council Minutes as presented was made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 5-0

B. First Reading of Ordinances

1. Amendment to Parade Permit Ordinance

Greg Anderson, Parks and Recreation Director stated that his staff wishes to have the Parade Permit Ordinance amended to allow a parade permit application to be accepted by the City of Cartersville not more than one (1) year prior to the proposed event. This is a change from the current sixty (60) days prior to the event. Mr. Anderson stated that changing the application would coincide with park patrons being able to reserve park facilities one year in advance thus allowing for better planning and coordination of large events that use both park facilities and parade routes. Mr. Anderson stated that this change had been reviewed by the city attorney 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 22. STREETS AND SIDEWALKS. ARTICLE II. PARADES Section 22-37** Application paragraph (b) is hereby amended by deleting said paragraph (b) in its entirety and replacing it with the following:

1.

“(b) *Filing period.* An application for a parade permit shall be filed with the city manager or his designee not less than ten (10) days or more than one (1) year before the date on which it is proposed to conduct the parade.”

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 remaining provisions of Section 22-37, shall remain unchanged.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 3rd day of February 2011.

Second Reading and Adoption this the day of February 2011.

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

ATTEST:

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

- 2. Amendment to Retirement Plan Ordinance
(This item was removed from the agenda)**

C. Contracts/Agreements

- 1. Investment Advisor Agreement with WRS
(This item was removed from the agenda)**

D. Resolutions

1. Time Change for Civic Youth Day

Sam Grove, City Manager stated that in order to accommodate the students for Civic Youth Day it is requested that the meeting time for the April 21, 2011 Council Meeting be changed from 7 PM to 9 AM. Mr. Grove recommended approval.

A motion to approve Resolution No. 02-11 for the time change for Civic Youth Day was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0

Resolution No. 02-11

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 21st day of April, 2011 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 21st day of April, 2011 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 3rd day of February 2011

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

ATTEST:

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

E. Bid Award

1. National Citizen's Survey

Tom Quist, Assistant to the City Manager stated that historically the city has conducted a scientific citizen survey every two years to gather feedback from citizens regarding satisfaction with city services and the state of the city in general. Mr. Quist stated that National Research

Center, in partnership with the ICMA Center for Performance Measurement has provided this service in the past and they have quoted a price of \$11,750.00 for this year's survey. Mr. Quist stated that if an open ended question was added to the survey the total price would be \$13,250.00 and recommended approval.

A motion to approve the National Research Center Survey up to \$13,250.00 was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0

F. Contracts/Agreements

1. Yard Waste Disposal Contract

Bobby Elliott, Public Works Director stated that on January 20, 2011 the Public Works Department held a bid opening for bulk yard waste disposal. Pettit Timber submitted the lowest bid price at \$0.00 per ton. Presently the Department is using Crane Grading at a previously bid price of \$8.50 per ton. Mr. Elliott stated that he is recommending that the city issue a thirty day notice of termination on the current contract with Crane Grading and approve this latest bid of \$0.00 per ton for disposal. The contract is the same standard contract that is now utilized and it will be for a one year period and can be renewed for up to five successive years if both the City and the Vendor agree. Mr. Elliott stated that this new contract will save the City from \$20 to \$30 thousand per year over what is now being paid and recommended approval.

A motion to approve the termination of the current contract with Crane Grading; approve the contract with Pettit Timber; and give the Mayor and City Clerk the authority to sign the contracts was made by Council Member Hodge and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0

Added Item:

Mayor Santini stated that there was one 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 Hodge. Motion carried unanimously. Vote 5-0

G. Added Item

1. Renewal of Speed Detection Device Permit

Tommy Culpepper, Police Chief stated that the City's Permit for Speed Detection Device had expired on December 31, 2010. Chief Culpepper stated that this is not an annual renewal and the notice had been mailed to the incorrect person. Notice was not received in his office until February 1, 2011. Chief Culpepper stated that in order to renew this permit he needed approval of the Council and authorization for the Mayor to sign the documents. Chief Culpepper recommended approval.

A motion to approve the renewal of the Speed Detection Device Permit and authorize the Mayor to sign the associated documents was made by Council Member Tonsmeire and seconded

by Council Member Pruitt. Motion carried unanimously. Vote 5-0

Mayor Santini asked if any further business needed to come before Council and Carolyn Parish came forward to speak about the Highway 411 Connector.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
2/17/2011 7:00:00 PM
Amendment to Parade Permit Ordinance**

SubCategory:	Second Reading of Ordinances
Department Name:	Parks and Recreation
Department Summary Recommendation:	Parks and Recreation Department wishes to have the Parade Permit Ordinance amended. The amendment would allow a parade permit application to be accepted by the City of Cartersville not more that 1 year prior to the proposed event. This is a change from 60 days prior to the event. Changing the application would coincide with park patrons being able to reserve park facilities one year in advance thus allowing for better planning and coordination of large events that use both park facilities and parade routes. This change was reviewed and written by the city attorney. I recommend this ordinance amendment.
City Manager's Remarks:	This change opens the window in which parade/event permits are allowed from the present 60 days to one year. There have been no changes to this ordinance. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Prepared ordinance amendment
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 22. STREETS AND SIDEWALKS. ARTICLE II. PARADES Section 22-37 Application paragraph (b) is hereby amended by deleting said paragraph (b) in its entirety and replacing it with the following:

Attachment number 1
Page 1 of 1

1.

“(b) *Filing period.* An application for a parade permit shall be filed with the city manager or his designee not less than ten (10) days or more than one (1) year before the date on which it is proposed to conduct the parade.”

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 remaining provisions of Section 22-37, shall remain unchanged.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the _____ day of February 2011.

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

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/17/2011 7:00:00 PM
Arbor Day

SubCategory:	Proclamations
Department Name:	Planning and Development
Department Summary Recommendation:	Arbor Day is a nationally-celebrated observance that encourages tree planting and care. Founded by J. Sterling Morton in 1872, it's celebrated in Georgia each year on the third Friday in February. This proclamation officially recognizes Arbor Day in Cartersville.
City Manager's Remarks:	This is one of the items that needs to be completed for eventual certification into the Tree USA program. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Mayor Matthew J. Santini, Mayor of the City of Cartersville, do hereby proclaim February 18, 2011 as

Arbor Day

in the City of Cartersville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*In Witness whereof I have hereunto set my
hand and caused this seal to be affixed*

Mayor

Attest: _____ Deputy City Clerk

February 17, 2011



City of Cartersville

City Council Meeting

2/17/2011 7:00:00 PM

Z11-01 Rezoning application T-Shell Cartersville for property located at 9 Medical Drive from P-S to O-C

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning & Development
Department Summary Recommendation:	The subject tract is located on Medical Drive, just off State Route 20 in the Cloverleaf area near the Cartersville Medical Center. This property was one of a few tracts that were annexed into the City in 2001 and 2002. 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 (it was never a publicly maintained street in Bartow County jurisdiction prior to annexation). Since that time, there has never been a request to accept the private drive as a City street, and staff is not aware of any current plans to request City maintenance. This property includes a medical building constructed in 2006, which has been vacant for at least several months. 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 than P-S zoning allows. At this time, the applicant has not requested that the annexation condition be modified or eliminated, and it may remain in place with no changes. For rezoning case Z11-01, Planning Commission recommended approval of 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
City Manager's Remarks:	The Planning Commission recommends your approval of this item.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **Z11-01** (reference case AZ01-09)

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **T-Shell Cartersville LLC**

Representative: **Ben Bentley**

Property Owner: **Same as applicant**

Property Location: **9 Medical Drive**

Access to the Property: **Medical Drive off State Route 20, near US 41 and US 411**

Site Characteristics:

Tract Size: Acres: **1.3 acres** District: **4th** Section: **3rd** LL(S): **95**

Ward: **6** Council Member: **Lori Pruitt**

LAND USE INFORMATION

Current Zoning: **P-S (Professional Services)**
NOTE: Property has an annexation condition that Medical Dr not be accepted as a public street until deficiencies (potholes, cracks) are corrected. (reference case AZ01-09, February 2002)

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

Proposed Use: **Rezone to allow for a variety of medical-related uses**

Current Zoning of Adjacent Property:

North:	<u>County C-1 (Commercial)</u>
South:	<u>P-S (Professional Services)</u> <u>(same annexation condition)</u>
East:	<u>P-S (Professional Services)</u> <u>(same annexation condition)</u>
West:	<u>P-S (Professional Services)</u> <u>(same annexation condition)</u>

The Future Development Plan designates the subject property as:
Parkway Corridor with recommended zoning districts G-C, O-C, P-D, RA-12, MF-14.

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No comments.

Public Works:

No comments for the rezoning of this property.

Regarding the road condition, Public Works staff looked at Medical Drive from an infrastructure quality standpoint and found the following deficiencies:

- Severe pavement failures
- Scabbed on overlays with reflective cracking coming thru
- Silted up Corrugated Metal Pipes
- Driveway asphalt filling curb and gutter causing bird bath at Family Medical Center Driveway
- Curb and gutter is broken and crumbled in several locations
- Sanitary Sewer Manhole in cul-de-sac not to grade
- Rough utility patches
- General load/alligator cracking and block cracking throughout

For this roadway to meet current City Standards it would have to basically be totally reconstructed. Public Works recommends that the annexation condition remain with the property.

Gas:

No comments.

Electric:

No objections.

Fire:

No comments.

Police:

No comments.

The subject tract is located on Medical Drive, just off State Route 20 in the Cloverleaf area near the Cartersville Medical Center. This property was one of a few tracts that were annexed into the City in 2001 and 2002. 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 (it was never a publicly maintained street in Bartow County jurisdiction prior to annexation). Since that time, there has never been a request to accept the private drive as a City street, and staff is not aware of any current plans to request City maintenance.

This property includes a medical building constructed in 2006, which has been vacant for at least several months. 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 than P-S zoning allows. At this time, the applicant has not requested that the annexation condition be modified or eliminated, and it may remain in place with no changes.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed O-C zoning may permit a use that is suitable in view of the existing commercial development of adjacent properties.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed O-C zoning may not create an isolated district since there are adjacent and nearby properties that are zoned for a greater possibility of commercial uses than the existing P-S zoning in the City (G-C) and County (C-1).
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The O-C zoning proposal may not adversely affect the existing use of adjacent properties.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned as P-S* for office use only, the property may have a reasonable economic use. Given the greater intensity of surrounding commercial zoning and use, however, O-C could be appropriate.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal for O-C may not cause an excessive use of existing streets and facilities. Utility, Public Works, and Planning & Development staff would review any future development based on possible industrial use on roads, utilities, and other factors.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*

The zoning proposal is in conformity with the Future Development Map of the adopted Comprehensive Plan.

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

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

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

The Cloverleaf area of US 41, US 411, and State Route 20 continues to develop with a mix of medical, medium-to-heavy commercial, and institutional uses. Rezoning this property to allow for a greater variety of commercial / medical uses may be appropriate.

STAFF RECOMMENDATION

Planning & Development staff has no objections, as long as the annexation condition remains on the property with no changes.

PLANNING COMMISSION RECOMMENDATION:

NOTE: *The recommendations presented in this analysis are for reference purposes, and are not final. The analysis has been written without the benefit of public hearing and any additional information that may be added. Final determination is made by the Mayor and City Council only after Planning Commission recommendation and properly advertised public meeting as set forth by the City of Cartersville.*



City of Cartersville

City Council Meeting
2/17/2011 7:00:00 PM
Amendment to Permit Fees Ordinance

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	We are requesting the 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. 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. Funding for this project is through the CDBG Supplemental Disaster Recovery Grant. Your approval of this item is recommended.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

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 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: _____
SECOND READING: _____

Matthew Santini, MAYOR

ATTEST: _____
Connie Keeling, CITY CLERK



City of Cartersville

**City Council Meeting
2/17/2011 7:00:00 PM
Amendment to Retirement Plan Ordinance**

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The Cartersville Pension Board sent out RFPs for investment advisor services and received fourteen proposals. After reviewing the proposals, the Pension Board recommends WRS for investment advisor services. Additional information on the proposals can be found under a separate agenda item labeled Investment Advisor Agreement with WRS. Due to the recommended change from SunTrust to WRS, this ordinance needs to be amended. I recommend approval of this ordinance change.
City Manager's Remarks:	
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	N/A

Ordinance
of the
City of Cartersville, Georgia
Ordinance No.

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) In April 2011, the Cartersville Retirement Plan 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 Weeks Retirement Solutions LLC; 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.

ADOPTED this the 17th day of February 2011. First Reading
ADOPTED this the 3rd day of March 2011. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/17/2011 7:00:00 PM
Downtown Development Authority

SubCategory:	Appointments
Department Name:	Downtown Development Authority
Department Summary Recommendation:	Cartersville DDA requests reappointment of three members to the DDA board of directors: Harry Finchum, Susan Howard, and Nancy Jackson. Each of these board members have been active and strong supporters of the downtown business district. We request reappointment to the board for terms to expire on February 18, 2015.
City Manager's Remarks:	Your approval of these reappointments to the DDA Board is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

2/17/2011 7:00:00 PM

Georgia Department of Transportation: 2005 Transportation Enhancement Grant for Leake Mound-
Etowah Riverwalk Link

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	This agreement with G-DOT and City of Cartersville is for the 2005 Transportation Enhancement Grant for the Leake Mounds-Etowah Riverwalk Link. The agreement states that City of Cartersville acquired permanent easement per Federal Highway Administration requirements and that the City of Cartersville has the authority to receive and expend federal funds for the purpose of proposed project. I recommend approval of agreement and the authorization to be given to Mayor Santini to sign any remaining documents pertaining to Leake Mounds- Etowah Riverwalk Link, TE grant.
City Manager's Remarks:	This is 'boiler plate' language that is required of highway projects. Your approval of this item will move this project along. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Reviewed by City Attorney
Associated Information:	

REAL PROPERTY AGREEMENT

STATE OF GEORGIA

CITY OF Cartersville

THIS AGREEMENT, made and entered into on this the 10th day of February, by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, and City of Cartersville, GEORGIA, a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Department is authorized to receive federal funding for Transportation Enhancement Activities for Georgia pursuant to provisions of 23 U.S.C. Section 139(b)(8); and,

WHEREAS, City of Cartersville, Georgia, has represented to the Department that it has the authority to receive and expend federal funds for the purpose of the project, is qualified to provide its services necessary for the implementation of the project, and the Department has relied upon such representation;

NOW, THEREFORE, it being duly considered and in recognition of the value and benefits accruing to the Local Government from said proposed Transportation Enhancement Project funding does promise and covenant as herein made; it agrees that:

ARTICLE I

Project: Leake Mounds – Etowah Riverwalk Link
P.I. Number: 0008067

Description of Real Estate:

See Exhibit A

ARTICLE II



_____ City/County, Georgia, acknowledges that federal funds are being used to purchase the property designated in Article I, and, if this property ever changes ownership, the local government will reimburse that Georgia Department of Transportation the Fair Market Value of the property based on the Project's actual share ratio.



City of Cartersville, Georgia, acknowledges that federal funds are NOT being used to purchase the property designated in Article I, but if acquisition is needed, it will be acquired in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Properties Policies Act of 1970, as amended, and the rules and regulation of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the Department. This work shall be coordinated with the Georgia Department of Transportation Office of Right of Way.

ARTICLE III

~~It is further agreed that this agreement will be referenced in the warranty deed for the above referenced property.~~ *Note: Property was denailed as a Permanent Easement.*

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, on this day and year first above written.

_____ City of Cartersville, **GEORGIA** (SEAL)

BY: _____

MAYOR, _____ City of Cartersville

(AFFIX CITY/COUNTY ATTEST: _____
SEAL HERE) _____ City Clerk

(AFFIX NOTARY SEAL HERE) _____

GEORGIA DEPARTMENT OF TRANSPORTATION (SEAL)

BY: _____

ITS: _____

(AFFIX NOTARY SEAL HERE)

EXHIBIT A

**Leake Mounds-Etowah Riverwalk
Trail Link Project**

**Walnut Grove Plantation
EASEMENT**

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned WALNUT GROVE PLANTATION, INC. as Grantor does hereby grant and convey unto the CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as "City"), its successors and assigns, a permanent easement for the purpose of a public walking trail and related infrastructure to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in Land Lots 735, 736, 777, 778, 807 and 808 of the 4th District, 3rd Section of Bartow County, Georgia being more particularly described as follows:

Tract 1

Commencing at Point No. 1000 as indicated on the Right of Way Map for Leake Mounds Trail attached hereto as Exhibit A and incorporated herein by reference for a more particular description thence S 04° 57' 40" W a distance of 35.86' to Point No. 1001, thence from Point No. 1001 along a curve having a radius of 110.00' and an arc length of 7.67', being subtended by a chord bearing S 36° 30' 10" W a distance of 7.67' to Point No. 1025, thence from Point No. 1025 along a curve having a radius of 520.00' and an arc length of 96.33', being subtended by a chord bearing S 43° 48' 31" W a distance of 96.20' to Point No. 1002, thence from Point No. 1002 along a curve having a radius of 145.00' and an arc length of 125.77', being subtended by a chord bearing S 24° 16' 01" W a distance of 121.87' to Point No. 1003, thence from Point No. 1003 S 00° 34' 55" E a distance of 1028.20' to Point No. 1004, thence from Point No. 1004 N 89° 09' 19" W a distance of 20.01' to Point No. 1005, thence from Point No. 1005 N 00° 34' 55" W a distance of 1027.70' to Point No. 1006, thence from Point No. 1006 along a curve having a radius of 165.00' and an arc length of 143.12', being subtended by a chord bearing N 24° 16' 01" E a distance of 138.67' to Point No. 1007, thence from Point No. 1007 along a curve having a radius of 500.00' and an arc length of 83.28', being subtended by a chord bearing N 44° 20' 40" E a distance of 83.18' to Point No. 1009, thence from Point No. 1009 N 42° 36' 17" E a distance of 1.47' to Point No. 1010, thence from Point No. 1010 N 38° 22' 42" E a distance of 45.43' to Point No. 1000, said Point being the true Point of beginning. Said Easement contains 0.587 acres.

Tract 2

Commencing at Point No. 1011 as indicated on the Right of Way Map for Leake Mounds Trail attached hereto as Exhibit A and incorporated herein by reference for a more particular description thence S 88° 25' 07" E a distance of 30.02' to Point No. 1012, thence from Point No. 1012 S 00° 34' 55" E a distance of 15.26' to Point No. 1013, thence from Point No. 1013 along a curve having a radius of 230.44' and an arc length of 42.66', being subtended by a chord bearing S 04° 43' 19" W a distance of 42.60' to Point No. 1014, thence from Point No. 1014 along a curve having a radius of 90.42' and an arc length of 33.91', being subtended by a chord bearing S 00° 43' 02" E a distance of 33.71' to Point No. 1015, thence from Point No. 1015 S 11° 27' 36" E a distance of 186.26' to Point No. 1016, thence from Point No. 1016 along a curve having a radius of 625.00' and an arc length of 132.45', being subtended by a chord bearing S 17° 31' 52" E a distance of 132.21' to Point No. 1017, thence from Point No. 1017 along a curve having a radius of 515.00' and an arc length of 10.49', being subtended by a chord bearing S 23° 01' 07" E a distance of 10.49' to Point No. 1018, thence from Point No. 1018 S 01° 42' 18" W a distance of 90.79' to Point No. 1019, thence from Point No. 1019 along a curve having a radius of 485.00' and an arc length of 93.13', being subtended by a chord bearing N 18° 06' 04" W a distance of 92.99' to Point No. 1020, thence from Point No. 1020 along a curve having a radius of 655.00' and an arc length of 138.81', being subtended by a chord bearing N 17° 31' 52" W a distance of 138.55' to Point No. 1021, thence from Point No. 1021 N 11° 27' 36" W a distance of 186.26' to Point No. 1022, thence from Point No. 1022 along a curve having a radius of 120.42' and an arc length of 45.15', being subtended by a chord bearing N 00° 43' 02" W a distance of 44.89' to Point No. 1023, thence from Point No. 1023 along a curve having a radius of 200.44' and an arc length of 37.11', being subtended by a chord bearing N 04° 43' 19" E a distance of 37.06' to Point No. 1024, thence from Point No. 1024 N 00° 34' 55" W a distance of 16.39' to Point No. 1011, said Point being the true Point of beginning. Said Easement contains 0.321 acres.

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

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

SPECIAL STIPULATIONS:

1. In the event that the City ceases to use the trail for public purposes, the easement shall revert to the Grantor or their successor.
2. The City of Cartersville shall indemnify and hold harmless Walnut Grove Plantation from any and all claims resulting from the use or operation of the trail unless caused by Walnut Grove Plantation.
3. No amenities will be allowed on the trail other than signage and rest stations consisting of a bench and trash receptacle.

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

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

IN WITNESS WHEREOF, the said undersigned has hereunto set hand and seal this 5 day of March, 2009.

Signed, sealed and delivered
in the presence of:

WALNUT GROVE PLANTATION, INC.

BY: [Signature]

Its: President

Witness
[Signature]
Notary Public
December 6, 2011
My Commission Expires



CITY OF CARTERSVILLE, GEORGIA

BY: [Signature]
The Hon. Matthew J. Santini
Mayor, City of Cartersville

Attest:

[Signature]
Sandra E. Cline, City Clerk



City of Cartersville

City Council Meeting

2/17/2011 7:00:00 PM

Weeks Retirement Solutions Regarding Investment Advisor

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	Since May 2002 the City of Cartersville Pension Plan, which currently has \$24 million in assets, has used SunTrust as our investment advisor and plan trustee. The purpose of the investment advisor is to work with the Pension Board on the type of investments (mutual funds, bonds, etc.) that the Pension Plan assets are invested in. The plan trustee takes care of the retiree benefit payments. Last fall the Pension Board decided to issue a request for proposal (RFP) for investment advisor and plan trustee services. A total of fourteen proposals were received and reviewed to ensure that each firm's proposal met the RFP requirements. A total of five firms (see attachment) were invited for an interview by the Pension Board. After interviewing each firm, the Pension Board voted and recommended Weeks Retirement Solutions (WRS) as investment advisor and Benefit Trust Services as plan trustee. WRS submitted a proposal with actual five year investment returns of 5.23% (net of fees) compared to some other firms who only submitted theoretical fund returns. To give you a comparison, SunTrust's actual investment returns for the Cartersville Pension Plan over the past five years has averaged 3.23% or an average of 2.0% per year less than WRS. I recommend approval to change from SunTrust to WRS for investment advisor services.
City Manager's Remarks:	
Financial/Budget Certification:	N/A
Legal:	
Associated Information:	E-verify and SAVE documents have been received.

November 2010 Pension Plan RFP Analysis for City of Cartersville

	Resource Horizons	American Century Investments	Prudential	The Hartford	One America
Contact Person	Clark Weeks	Joel Brous; Clark Weeks	Jim Branday; Mike Fields	Richard Snyder; Bill Chandler	Don Barden; Josh McWhorter
Client References (preferably GA)	Peachtree City; City of Hapeville.	No Georgia plans	No Georgia plans	No Georgia plans	Emory University; Georgia Tech Foundation
Under \$1 million	8	1	630	74	27
\$1 – 5 million	1	1	171	33	216
\$5 – 20 million	1	1	163	9	62
\$20 – 100 million	3	9	126	1	14
Over \$100 million	1	5	35	0	2
Total Assets Under Mgmt.	14	17	1,125	117	321
Investment Mgmt Fees	17 bps plus 67 bps for mutual fund fees.	17 bps plus 79 bps for mutual fund fees.	17 bps plus 93 bps for mutual fund fees.	Avg. close to 100 bps.	10 to 20 bps for Broker plus 80 bps.
Presented a Minimum of 5 Years of Actual Client Portfolio Investment Returns	Yes	Yes	No	No	Yes
How long are fees guaranteed?	2 years for trustee fees; Indefinitely for Investment Mgmt Fees		2 years	Fees are guaranteed for length of the contract.	3 years
Historical 5 Year Returns	5.23%	4.00%	3.71% see Note 1	5.41% see Note 2	3.25% see Note 3
Estimated Annual Expenses	\$215,920	\$199,345	\$215,151	\$262,975	\$347,112
Completed E-Verify & SAVE Forms	Yes / Yes	Yes / Yes	Yes / Yes	No / Yes	Yes / Yes
Reasons for Rejection				E-Verify form not properly completed.	
			No actual investment returns were provided.	No actual investment returns were provided.	No actual investment returns were provided.

- Notes:**
- 1 -** Several of their proposed funds were the best performing in the fund lineup. Had to substitute 3 funds in their proposed lineup because of insufficient investment history.
 - 2 -** Theoretical fund returns, no actual experience. Theoretical fund included some prohibited funds. Not sure of fund returns were net of all expenses. Would need to confirm estimated annual expenses with this company.
 - 3 -** Theoretical fund returns. Would need to confirm estimated annual expenses with this company.

**REQUESTS FOR PROPOSALS FOR
INVESTMENT MANAGEMENT AND
CUSTODY SERVICES FOR THE CITY OF
CARTERSVILLE DEFINED BENEFIT
PENSION PLAN**



Introduction

The City of Cartersville seeks a defined benefit provider to handle our pension plan. The bidding organization must have the ability to manage the Pension Plan assets and provide a broad array of investment vehicles. The bidding organization should be able to provide at a minimum the following core services:

- Trustee Services
- Plan Administration
- Custody
- Investment Management Services
- Benefit Payments
- Plan Consultation

The bidding organization will not be asked to provide actuarial services.

The bidding organization must provide under plan consultation the following:

- Meet periodically with the Pension Board to review investment performance.
- Select and provide the ongoing monitoring of managers and investments including re-balancing of the portfolio.
- Provide performance reports and administrative reports on a quarterly basis and in compliance with the Association for Investment Management and Research (AIMR), Governmental Accounting Standards Board (GASB) and other applicable Federal and State laws and general accounting standards.

General Vendor Information

1. Please provide the name and phone number of the person responsible for responding to this request for proposal.
2. Provide a brief overview of your company and history of your organization including an organizational chart of your retirement plan operations. Please describe any parent/subsidiary/affiliate relationships.
3. How many of your employees work on defined benefit plans?
4. Indicate how many years your company has been active in the defined asset management and custody business. Indicate the period of time for each type of service.
5. Indicate the total value of assets for which you provide defined benefit services.
6. What is the average length of your client relationships?
7. Please provide three references of current State of Georgia Governmental defined benefit plans that have similar plan demographics. If unable to provide three references in Georgia,

please complete this list with governmental clients in other states. The following information is requested for each:

- a. Client Name
 - b. Contact Name and Title
 - c. Address
 - d. Phone Number
 - e. Month and Year they became a Client
 - f. Services Provided
8. How long has the team who would be assigned to this case worked for your firm?
 9. Please describe your errors and omissions coverage. Indicate your willingness to provide proof of insurance coverage if required.
 10. Bidders must submit the completed Contractor Affidavit and Agreement, and Affidavit Verifying Status for City of Cartersville Benefit Application with your proposals. Proposals that do not contain at least one original signed and notarized form of each affidavit will be rejected. In addition, the selected company must remain in compliance with all the provisions of the "Georgia Security and Immigration Compliance Act" of 2007 and Georgia code §13-10-91 and §50-36-1.

Defined Benefit Plan and Investments

1. Of the total defined benefit assets, what amount is attributable to proprietary investment offerings?
2. How many defined benefit plans do you have broken down by the below assets?

Total Assets	Total
Under \$1 million	
\$1 – 5 million	
\$5 – 20 million	
\$20 – 100 million	
Over \$100 million	
Total	

3. What is your smallest, largest and average size defined benefit plan by asset size and the same numbers for your defined contribution plans both by total assets and assets by participant?
4. Describe the account team that would provide services for our plan. What are the roles and responsibilities of the individuals, including both the implementation team and the ongoing service team?

5. Provide a detailed summary of your firm's approach to compliance. Identify senior or key personnel in the firm's compliance process.
6. Disclose all fees including if applicable: asset based fees, transaction fees, mutual fund fees, administrative fees and the exact timing and calculation of each.
7. Present a minimum of 5 years of AIMR investment returns compliant with state law. These should be on actual client portfolios. Returns should end on September 30, 2010.
8. List of other Defined Benefit pension clients. We are especially interested in Government Pension Plans for which you have managed assets.
9. List the documents that are required for us to hire you as an asset manager.
10. Explain how capable you would be to adapt were we to change our Target Portfolio.
11. Describe your capabilities and charges for the custody of our pension assets.
12. Include sample reports of quarterly reporting.
13. Describe your capabilities for the payment of retirees including maintenance of addresses and account information and delivery of 1099Rs.
14. List all trustee fees including but not limited to: asset based fees, transaction fees, and check fees.
15. Explain what level of direction you will accept as Trustee.
16. Explain your ability to commingle pension assets and assets managed under GASB 45, and the associated costs.
17. Price the cost of insurance for the Board of Trustees. If this is not required, explain how you intend to indemnify the Pension Board/City or why in your specific case a Board of Trustees is not required, and why the Pension Board/City bears no liability or responsibility to monitor the plan.
18. Explain if you can administer the plan as the enclosed document states. If any changes are required to meet your administrative platform, disclose the specific changes a rough estimate of the cost increase/decrease as a result of those changes.
19. Describe any past or pending litigation, within the past 5 years, involving your organization, its officers and, in particular, the product being proposed.
20. How long will you guarantee fees?

Questions Concerning Request for Proposals (RFP)

All questions regarding the RFP should be presented in writing, preferably via email, to:

Dan Porta
Assistant City Manager
1 North Erwin Street (P.O. Box 1390)
Cartersville, Georgia 30120
Office: 770-387-5672
Fax: 770-386-5841
dporta@cityofcartersville.org

Revision to the Request for Proposals

The City reserves the right to revise the RFP prior to the date the Proposals are due. Addendums to the RFP shall be mailed or emailed to all potential Proposers. The City reserves the right to extend the date by which the Proposals are due.

Proposal Submittal

Bid proposals are due back no later than November 23, 2010 at 2:00 PM at the office of the Assistant City Manager. Please provide seven copies of the proposal document.

(If sent by courier): City of Cartersville
 Attn: Dan Porta, Assistant City Manager
 1 North Erwin Street
 Cartersville, Georgia 30120

(If sent by regular mail): City of Cartersville
 Attn: Dan Porta, Assistant City Manager
 P.O. Box 1390
 Cartersville, Georgia 30120

Additional Information:

At the discretion of the City of Cartersville, some or all consultants may be requested to make an oral presentation prior to the final selection. Currently if any vendors are interviewed our target dates for that are November 29 and 30, 2010.

The City of Cartersville reserves the right to:

- Reject any and all submittals
- The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP. If the City cancels or revises the RFP, the City will notify all the Proposers in writing.
- To negotiate the terms of any and all contracts with any vendor
- Request additional information/clarification from any vendor

Evaluation Criteria

Defined Benefit:

- Knowledge, Experience, and Depth of Proposing Firm (Based on responses in the General Vendor Information section)
- Quality of Investment Offering
- Fees and Expenses
- Customer Service / Compliance
- Vendor Stability
- Trustee Services

A vendor may be disqualified regardless of their score if they do not include the following accommodations/services in their proposal.

- Investment Management
- Trustee Services
- Periodic Board Reports and Training or Indemnification

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public
My Commission Expires:

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

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

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

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

[Name of business, corporation, partnership]

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

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

Signature of Applicant: Date

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

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

SERVICE AGREEMENT BETWEEN WRS AND CITY OF CARTERSVILLE

THIS SERVICE AGREEMENT (the "Agreement") is made in it into this date of February 3, 2011 by and between Weeks Retirement Solutions LLC ("Advisor"), and the City of Cartersville as the sponsor and as plan administrator of the City of Cartersville Defined Benefit Pension Plan ("Plan") (as defined below) (the "Employer" or "Plan Administrator") and Trustees of the Plan (collectively the "Trustee").

RECITALS

A. The Employer has established and sponsors the Plan and Trust (the "Trust") which provides retirement benefits for its employees.

B. The Advisor is a "registered investment advisor" (as defined in Section 3.3) but is not a broker-dealer. The Advisor has relationships with a number of financial institutions (some of whom are broker-dealers), and is generally familiar with both the fees and costs, and the mechanics associated with and the participant direction of investment of assets held by qualified retirement plans.

C. The Advisor will provide certain administrative, advisory and investment services to the Plan on behalf of the Employer, and the Advisor and the Employer desire to set forth the existing arrangement in writing in this Agreement, upon the terms and conditions hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein in the benefits accruing hereunder, the parties hereby agree as set forth below.

Part I: General

1.1 Services. The Advisor agrees to provide the Administrative Services, Advisory Services and Investment Services which are described respectively in Parts II and III (collectively the "Services") for the Plan on behalf of the Employer, according to the terms and conditions of this Agreement.

1.2 Compensation.

Services by ADVISOR. The Advisor shall be entitled to reasonable compensation for the Services it performs hereunder as agreed by the Employer from time to time and as set forth in Schedule A (the "Service Fee"). The Service Fee to the Advisor shall accrue ratably each month, and shall be paid in arrears within 30 days following the end of the calendar month. If neither the Employer nor the Trustee pays the Service Fee on or before the due date of payment, the Advisor may cause such amounts to be charged to and paid out of the Trust. The right of

payment of the Service Fee from the Trust may be exercised at any time following the due date of payment of the Service Fee.

1.3 Communications.

(a) *In General.* All communications and directions hereunder shall be in writing and executed by the proper person or persons and in a manner provided for in the Plan. The Employer shall at all times keep the Advisor advised of the names and specimen signatures of the individuals authorized to sign communications and directions hereunder.

(b) *Trustee and Plan Documents.* The term Trustee as used herein shall include the successors to the undersigned Trustees from time to time acting as such Trustee. The Employer agrees it will promptly furnish the Advisor with properly written evidence of every change of Trustee, every change of officer with authority to represent the Employer under this Agreement and of every change in the Plan and Trust. the Advisor shall not be charged with knowledge of any such change until it receives such written evidence. the Advisor acknowledges receipt of a copy of the Plan and the Trust.

1.4 Term and Termination.

(a) *Term.* This 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 Agreement may be terminated by either party upon 30 days written notice. Upon the termination of this Agreement, the Advisor shall have no further responsibility to perform Services for the Employer, except as set forth in (b) below or as may be agreed to between the parties in writing.

(b) *Termination.* Upon termination of this Agreement, the Advisor shall be entitled to a prorated portion of the Service Fee for the calendar month based on the percentage of the calendar month for which Services were performed. Upon termination, the Advisor agrees to use its best efforts to cause the assets of the Plan which the Agent (as defined in Part II below) has under custody according to the instructions of the Trustee, and to provide all relevant records to a successor service provider designated by the Employer. Relevant records include all Administrative Services work completed at the time of termination. In the event of termination of the Agreement as of December 31st of any year, the Advisor will complete the Administrative Services for such year if requested by the Employer.

Part II: Advisory Services

2.1 Appointment of the Advisor. The Employer and the Trustee appoint the Advisor, and the Advisor accepts appointment, as the provider of Advisory Services under this Part II for the assets of the Plan (the "Assets"). The parties intend that all Assets of the Trust shall be transferred to the Agent (defined below) selected by the Employer and approved by the Advisor for custody. This Part II shall apply to the investment of Assets over which the Advisor or another entity acts as Investment Advisor under Part III.

2.2 Custody of Assets.

(a) Appointment of Agent. The parties acknowledge that (1) the Advisor is not a broker-dealer and does not retain custody of the qualified plan assets for which it provides services, (2) the Advisor has established relationships with other financial institutions (which include broker-dealers) which can act as custodian of the Assets, and (3) the Advisor will recommend one or more financial institutions to the Employer to serve as custodian for the Assets. The Employer will select and appoint a single financial institution to serve as custodian of the Assets (the "Agent"). It is anticipated that a single Agent will serve as custodian of the Assets. The Employer is solely responsible for the selection of the Agent and agrees to notify the Advisor of any proposed change in the Agent at least 30 days prior to the effective date of such change. the Advisor may terminate the Agreement immediately by written notice in the event an Agent is selected after the Effective Date of this Agreement by the Employer which the Advisor does not accept. Should the Employer desire to appoint more than one Agent as custodian of the Assets, the Advisor must consent in writing to such appointment.

(b) Establishment of Custody. The Plan Administrator and the Employer agree to take all actions, and to execute any and all documents, proxies, powers, and similar instruments, as may be necessary to establish the custody arrangement with the Agent, and the Employer agrees to use its best efforts to obtain appropriate participant action and signatures on all such documents necessary to establish the custody arrangement.

(c) Commissions, Fees and Trading Charges. the Advisor agrees to make available to the Plan the most favorable commission, fee and trading cost schedules available to the Advisor or its clients from time to time through the Agent, which schedules shall apply to all transactions resulting from (i) participant directed investment of accounts under the Plan, and (ii) investment direction of Accounts under the Plan made by the Advisor pursuant to Part III. All commissions, fees and trading charges levied by the Agent for transactions affecting the Assets shall be paid from the Account of the Participant for which the underlying transaction was made.

2.3 Funding and Investment Policy. the Advisor agrees to consult with the Plan Administrator to comply with the Funding and Investment Policy (the "Policy") for the investment of assets of the Plan, and to review the performance of the Plan's investment results periodically with the Plan Administrator to determine conformity with the Policy. The parties explicitly acknowledge that the Advisor is not a fiduciary under ERISA in the performance of such advisory services with respect to the development and maintenance of the Policy.

Part III: Investment Services

3.1 Fiduciary Matters. In its role as Investment Advisor, the Advisor acknowledges that it is a fiduciary of the Plan under ERISA with respect to the investment of the Managed Assets it directs. The Employer specifically acknowledges that the Advisor is a fiduciary under ERISA solely with respect to its activities as Investment Advisor for its respective Managed Assets. the Advisor agrees in performing its duties as Investment Advisor under this Part III to exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

3.2 Authority. As Investment Advisor, the Advisor may vote upon any stocks, bonds or other securities held as part of its respective Managed Assets, and shall give general or special proxies with or without power of substitution with respect thereto. Further, the Advisor is authorized, with respect to the Managed Assets for which it acts as Investment Advisor, as follows:

- (a) To sell by private contract or at public auction, exchange, convey, transfer or otherwise dispose of any property held by it;
- (b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To employ suitable agents or custodians, and to employ counsel who may but need not be counsel for the Employer, and the Advisor shall be fully protected in acting upon the advice of such counsel;
- (d) To do all acts, whether or not expressly authorized, which it may deem necessary or proper for the protection of the property held hereunder and generally to exercise any of the powers of an owner with respect to any property held by it; and
- (e) To enter into margin, option, put, covered call and similar transactions allowed under ERISA.

The Advisor shall not be required to notify the Employer of any trades or actions taken in its role as Investment Advisor unless otherwise requested in writing by the Employer.

3.3 Registration of Investment Advisor. The Advisor represents that it is registered as an “investment adviser” under the Investment Advisers Act of 1940, and agrees that during its tenure as Investment Advisor for its respective Managed Assets it will remain so registered.

Part IV: Immigration Reform Compliance Requirement. During the entire duration of this contract, Weeks Retirement Solutions LLC must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Part V: Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

5.2 Application of Georgia Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia.

5.3 Consent to Jurisdiction and Forum Selection. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in Bartow County, Georgia. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and the neuter genders and vice versa.

5.5 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

5.6 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right not to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

5.7 Counterparts; Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more copies of this Agreement may be executed but it shall not be necessary, in making proof of the existence of this Agreement, to provide more than one original copy.

5.8 Amendments. Any amendment to this Agreement shall be made in writing and signed by the parties hereto.

5.9 Invalidity. The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted.

5.10 Headings. Headings are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this Agreement or any of its provisions, and in no way are to be construed to affect the meaning or construction of this Agreement or any of its provisions.

5.11 Non-Assignability. No assignment (as that term is defined in the Investment Advisers Act of 1940) of this Agreement shall be made by any party under the Agreement without the written consent of the Trustees.

5.12 Notices. Unless otherwise specified herein, all notices with respect matters contemplated by this Agreement shall be deemed duly given when either delivered in writing to the addresses below, when deposited by first-class mail addressed as follows or when sent and received by facsimile machine as follows:

- (a) To the Employer:
City of Cartersville
Attn: Assistant City Manager
P.O. Box 1390
Cartersville, GA 30120
- (b) To the Advisor:
Weeks Retirement Solutions LLC
3522 Ashford Dunwoody Rd #188
Atlanta, GA 30310

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2011.

CITY OF CARTERSVILLE

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk

Weeks Retirement Solutions LLC.

By: _____

Title: _____

SCHEDULE A

SERVICE AGREEMENT BETWEEN WEEKS RETIREMENT SOLUTIONS LLC AND CITY OF CARTERSVILLE

Service Fee

The Service Fee charged for the Services provided under the Agreement is seventeen basis points (.17%) of the Assets based on the current market value of the Assets of the Trust as of the last business day of each calendar month and is billed in arrears. The Service Fee for a partial month shall be based on the percentage of actual days the Services are provided compared to the total number of days in the calendar month.

The market value of the Assets as of the last business day of each month is determined as follows:

In computing the market value of any investment which is part of the Assets, each security listed on any national securities exchange shall be valued at the last sale price on the valuation date. Listed stocks not traded on such date and all unlisted stocks regularly traded in the over-the-counter market shall be valued at the latest available bid price quotation furnished to the Advisor by such sources as may be deemed appropriate. Any other securities shall be valued in such manner as determined in good faith by the Advisor to reflect their fair market value and consistent with generally accepted principles of valuation utilized in the investment management industry.

DATE: February 3, 2011

TO: Honorable Mayor and City Council

FROM:  Dan Porta, Assistant City Manager

RE: Investment Advisor Services with WRS (Weeks Retirement Solutions LLC)

The following additional information may be helpful in your consideration of the Investment Advisor Agreement with WRS. Clark Weeks is the owner of Weeks Retirement Solutions LLC (WRS) and was hired in 2007 to handle actuarial services for the city. As the city's actuary, Mr. Weeks provides the services outlined in Appendix A and B. During this time as actuary, WRS has reviewed the city's Pension Plan Summary Plan Document and has suggested changes to help reduce future liability to the city. In addition, WRS has provided annual benefit statements to all city employees, provided an annual actuarial report and GASB other post employment benefit (OPEB) required documentation.

An investment advisor is in business to provide advice to others about investment securities. If hired as investment advisor, WRS will meet periodically with the Pension Board to discuss the investment returns for the Pension Plan along with future economic projections. WRS will provide the Pension Board with recommendations on investment strategies, and make suggestions on moving investments from one mutual fund to another. WRS will not have direct access to the city's pension assets (\$24 million), so no funds will be under his direct control. The pension assets will be held by the plan trustee, Benefit Trust Services out of Kansas. At each Pension Board meeting, the Board will listen to WRS recommendations and if pension assets are requested to be moved from one investment to another, the Pension Board will vote on this transfer of assets. If approved, the Pension Board will then send a letter to Benefit Trust Services directing them to move the plan assets between the two investments.

WRS will receive compensation from the plan assets that are invested with Benefit Trust Services. This is the same structure that is in place with SunTrust, our current investment advisor and plan trustee. Tom Rhinehart or I will continue to review investment statements and verify the returns that WRS provides to the Pension Board agree to our calculations. If the Pension Board is not satisfied with the services the city is receiving from WRS, they will recommend to the City Council to terminate the agreement with the required 30 days notice.

To provide you with some historical information, in 1998 when I started with the city the pension assets were invested directly with Lincoln National Life Insurance Company and the pension plan was only 67.9% funded. After some time changes were made to the Pension Board (City Manager and Finance Director were added to the Board), and I began to review the annual returns of the plan and found they were not performing up to industry averages. In 2002 I issued a request for proposal (RFP) for investment manager and plan trustee services and SunTrust was selected for these services. Over the past eight years pension plan returns have improved and currently the pension plan is 82.4% funded.

Actuarial Date	Market Value of Assets	Pension Plan Funded Ratio
1/1/1998	\$10,968,725	67.9%
1/1/2002	\$15,431,347	68.7%
1/1/2010	\$23,046,682	82.4%

This is a significant improvement in the pension plan in a relatively short period of time. However, even with these improvements, other Georgia pension plans have made better improvements in their returns during this time. Due to this fact, the Pension Board elected to issue a RFP to check to see if there were other firms that have performed better than SunTrust over the past several years. One of the questions in the RFP required firms to:

“Present a minimum of 5 years of AIMR investment returns compliant with state law. These should be on actual client portfolios. Returns should end on September 30, 2010.”

The proposal submitted by WRS was on an actual client portfolio (City of Peachtree City) and showed historical 5 year average return of 5.23% (net of investment advisor fees). I have confirmed these returns with the City of Peachtree City. To give you an example, had the City of Cartersville hired WRS five years ago, the total returns for our pension plan would have increased by approximately \$2.1 million over our actual returns from SunTrust.

Actuarial Date	Market Value of Assets	SunTrust	WRS	Earnings Difference
		3.23%	5.23%	
1/1/2010	\$23,046,682	\$744,408	\$1,205,341	\$460,934
1/1/2009	\$18,901,415	\$610,516	\$988,544	\$378,028
1/1/2008	\$23,337,935	\$753,815	\$1,220,574	\$466,759
1/1/2007	\$21,585,524	\$697,212	\$1,128,923	\$431,710
1/1/2006	\$19,585,646	\$632,616	\$1,024,329	\$391,713
		\$3,438,568	\$5,567,712	\$2,129,144

In closing, I understand the complexity of this decision by the City Council, and can answer any questions you may have regarding this proposed agreement with WRS.

Actuarial Services Agreement with Weeks Retirement Solutions Appendix A

GENERAL RESPONSIBILITIES OF ACTUARY

- A) The Plan will furnish the vendor with such data or statistical information as may be determined to be necessary for the performance of the work described herein and which is available in the records and files of the Plan. The data will be provided through a database.
- B) The vendor will be expected to treat all information as confidential.
- C) The vendor shall provide a means by which any change in its staff may be effected with a minimum of disruption to the services provided to the System.
- D) The vendor shall channel all requests, reports and all other communication in connection with this contract through the Finance Director or Human Resource Manager or a designee.
- E) The professional actuarial services for the Plan shall be performed under the direct supervision of a member of the vendor who meets or exceeds the standards for supervising actuary.
- F) The vendor shall document ideas and issues raised in discussions and meetings. All actuarial certificates on pricing, final reports, presentations of assumptions and similar technical documentation from the vendor must be approved and signed by the supervising actuary.
- G) The vendor shall provide actuarial consultation and advisory services on any technical, policy, legal or administrative problems arising during the course of operations by meetings and routine telephone calls and written correspondence.
- H) The vendor shall make recommendations to the Plan from time to time relative to possible improvements in the financing and benefit structure of the System and to give effect to new developments in the retirement industry. The vendor shall keep the Plan apprised of current trends and progress within the actuarial profession.
- I) The vendor shall keep the Plan advised on developments in federal and state legislation and regulations regarding financing, benefits, vesting, fiduciary responsibility, disclosure, etc.
- J) The supervising and/or support vendor shall be readily accessible to the Finance Director and the Human Resource Manager or a designee by telephone within one working day and will be available for meetings as requested.
- K) The vendor acknowledges that it is a "fiduciary" of the Plan.

STANDARDS FOR SUPERVISING ACTUARIES

- A) Fellow or Associate of the Society of Actuaries and/or Fellow of the Conference of Actuaries in Public Practice and/or Member of the American Academy of Actuaries and/or meet standards of a qualified actuary under the provisions of the Employee Retirement Income Security Act of 1974.
- B) Experience as a supervising actuary, including consulting services, experience analysis and valuation assignments for major retirement systems, with specific reference to involvement with public retirement systems.
- C) Experience in testifying before legislative and administrative bodies in support of actuarial positions and/or the principles used in valuing the system or pricing legislation.
- D) Ability to discuss in laymen's terms: actuarial theory; basis for assumptions; and other actuarial matters.

Actuarial Services Agreement with Weeks Retirement Solutions Appendix B

SCOPE OF SERVICES

During the term of this Agreement, WRS shall serve the Plan and at a minimum perform the following services:

- a. Provide an electronic copy of the annual actuarial report as well as 12 hard copies of the report.
- b. The actuarial report shall be in compliance with all federal and state regulations, accounting standards as required by the Governmental Accounting Standards Board (GASB) and other accounting or regulatory authority and shall include:
 - Actuarial present value of total projected benefits
 - Actuarial accrued liability
 - Actuarial value of assets
 - Unfunded actuarial accrued liability
 - Normal cost
 - Annual required contribution of the employer as a level dollar amount and as a level percentage of covered payroll
 - Net OPEB obligation for city disclosure under GASB 45
- c. Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
- d. Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
- e. Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
- f. Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
- g. Prepare a cash flow analysis (the "pay-as-you-go-cost").
- h. Prepare a sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions).
- i. If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio.
- j. As appropriate, provide recommendations on managing the OPEB liability.
- k. As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans.
- l. The Vendor shall be available for conferences with the City Council and Pension Board in Cartersville, Georgia. The Finance Director or Human Resource Manager shall call such conferences. The annual presentation of the valuation results to the Pension Board, and a second presentation to the City Council (if necessary) shall be covered under the annual base charge.
- m. Preparation of annual employee benefit statements beginning with the January 1, 2008 actuarial report. The layout of the benefit statement will be agreed to between the Pension Board and the actuarial vendor selected.
- n. Meet with city employees to go over their January 1, 2008 benefit statement. This will be a one time meeting with each employee to explain the benefit statement.
- o. Preparation of income benefit payment option estimates and calculations.



City of Cartersville

City Council Meeting

2/17/2011 7:00:00 PM

Condrey and Associates Regarding Wage and Salary Study

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	This is an agreement with Condrey & Associates to complete a comprehensive Wage/Salary Study to include reviewing internal positions/salaries, complete a market survey of comparable municipalities/entities and compare the city's current salary structure to the market.
City Manager's Remarks:	This item is presented as a means of getting answers relative to what the 'market' is paying positions and what other communities in our area are doing. This was identified in the recent visioning session. We have used Mr. Condrey in similar studies in the past. It has been 10 years or so since we have completed one of these, so it is over due. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	E-verify and SAVE documents are on file.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this ____ day of _____ 2011, by and between the City of Cartersville, GA, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR of its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Condrey and Associates will:

a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Assure that all records and documents as defined under O.C.G.A. Section 50-18-72 et. seq, maintained or generated by Condrey and Associates, Inc. are subject to the provisions of maintenance and disclosure as required by the Georgia Open Records Act.

Section II

COOPERATOR will pay Condrey and Associates a **fixed fee** of \$24,500 upon receipt of invoices. This amount will be paid in two installments within twenty (20) days of receipt of billing. The invoices should be directed to: Mr. Dwight Hale, Human Resources Director, City of Cartersville, 1 North Erwin Street, Cartersville, GA 30120. The billings shall occur on March 1, 2011, and May 1, 2011.

Section III

The term of this agreement shall be from February 17, 2011 through May 17, 2011. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto.

Any modification hereto shall be in writing and signed by both parties.

Section V

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

FOR THE CITY OF CARTERSVILLE:

Stephen E. Condrey
President

Date: _____

Date: _____

Jan H. Hansford
Vice President/Treasurer

Date: _____

Corporate Seal

APPENDIX A

Contract for Technical Assistance to the City of Cartersville, Georgia: Proposal for Reviewing and Updating the City's Position Classification System and Compensation Plan

The City of Cartersville has determined the need for a review and updating of the job classification system and pay plan for all jobs covered under the city's personnel plan.

Objectives

Condrey and Associates proposes the following schedule of activities to accomplish three objectives:

1. Review and upgrade the current classification system and pay plan for all employees of the city;
2. Collect wage survey data and produce a recommended pay plan based on job analysis, job evaluation and wage survey data; and
3. Train designated personnel in each step of classification and pay plan development to insure the implementation and maintenance of the system.

Phase I – Developing a Work Plan and Schedule of Activities

- 1.1 Condrey and Associates will conduct an orientation describing in detail the activities that will be required to accomplish the project activities.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification and pay plan will be made available to Condrey and Associates staff for review and analysis.

Phase II – Job Analysis Survey

- 2.1 Condrey and Associates staff will interview city department heads concerning employee duties and responsibilities.
- 2.2 Condrey and Associates staff will make recommendations for revision of the position classification system based on 2.1 above.

Phase III – Job Evaluation

- 3.1 Condrey and Associates staff will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.

- 3.2 Condrey and Associates staff and appropriate city officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

Phase IV – Marketplace Compensation Survey

- 4.1 In a joint effort with appropriate city officials, Condrey and Associates will collect survey data covering public and private organizations. This includes a maximum of 40 benchmarks and 25 potential responding organizations.
- 4.2 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.3 After this phase is completed, Condrey and Associates staff will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

Phase V – Developing a Pay Plan

Condrey and Associates staff will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV);
- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data, and the jurisdiction's financial condition and compensation policy.

Phase VI – Implementing and Administering the Program

Condrey and Associates staff will:

- 6.1 Train appropriate officials in the administration of the program with an emphasis on procedures for keeping the program up-to-date; and
- 6.2 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

Cost and Duration

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$24,500. Considering the scope of the project, we anticipate a three (3) month work plan beginning February 17, 2011, with final reports submitted on or before May 17, 2011. Follow-up technical assistance will be provided through May 17, 2012 at no additional cost to the city (with the exception of travel-related costs). Formal involvement would terminate May 17, 2011.

City of Cartersville
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
February 2011	- o Conduct project orientation - o Conduct salary survey
March 2011	o Conduct department head interviews
April 2011	- o Develop preliminary cost estimate - o Present preliminary classification and pay report
May 2011	o Publish final report
May 2011 – April 2012	o Provide follow-up technical assistance in pay plan implementation

Project Director: Dr. Steve Condrey, President
Condrey and Associates, Inc.
PO Box 7907
Athens, GA 30604-7907
(706) 380-7107 (Phone)
(586) 816-4067 (FAX)
steve@condrey-consulting.com
www.condrey-consulting.com



City of Cartersville

**City Council Meeting
2/17/2011 7:00:00 PM
Retiree Insurance Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	City staff have met with a group of eight retirees and discussed the two best options for their health insurance coverage. The two options were a passive PPO offered through Humana Medicare Advantage and a medicare supplement offered through United Healthcare. After discussing both insurance options, the retirees unanimously decided on the United Healthcare medicare supplement. The monthly premium for this coverage is slightly less than the current monthly premium. The new plan will become effective on April 1, 2011. I recommend approval of the change from BC/BS Medicare Advantage to United Healthcare Senior Supplement.
City Manager's Remarks:	Your approval of this change is recommended.
Financial/Budget Certification:	Insurance premiums are a budgeted item.
Legal:	
Associated Information:	E-verify and SAVE documents are on file.

**City of Cartersville
Medicare Plan Alternatives
April 1, 2011**

Plan Type/Benefits:	Blue Cross Medicare Advantage Plan 15	Humana Medicare Advantage RPPO 079 539 w/ Rx5	United Healthcare Senior Supplement M w/ Rx Opt. 2
Plan Year	April 1, 2010-March 31, 2011	April 1, 2011 - December 31, 2011	April 1, 2011 - March 31, 2012
Annual Deductible (Part B)	Attachment number 1 \$150 of 1	Passive PPO	Member pays Medicare Deductible (\$162)
Part B Co-insurance	Covered in full (After Medicare 80%)	\$0	Covered in full after Medicare
Out-of-Pocket Max (In-Network)	\$3,400	\$4,000	Unlimited
Copays: Primary Care Physician Office Visit	\$15	\$10	Plan pays 100% after Medicare Deductible
Specialist Office Visit	\$30	\$20	Plan pays 100% after Medicare Deductible
Urgent Care	\$30	\$20	Plan pays 100% after Medicare Deductible
Emergency Room	\$50	\$50	Plan pays 100% after Medicare Deductible
Hospitalization			
First 60 Days	\$500 per admission Copay (Maximum OOP \$1,500)	\$150 copay (days 1-5)	Plan pays 50% of Medicare Published Rate for Medicare Part A Deductible (Member pays \$566)
61-90 Days			Plan pays 100% of Medicare Published Copay Per Day Rate
91st Day and After			Plan pays 100% of Medicare Published Copay Per Day Rate
Out-Patient Surgery	\$50	\$50	Plan pays 100% after Medicare Deductible
Skilled Nursing Facility	\$200 per admission (limited to 100 days per benefit period)	Days 1-10 No Cost to Member; \$75 copay (days 21-100)	Plan pays 100% days 1-100; Member pays 100% after day 100
Prescription Drug Card			
Rx Calendar Year Deductible	None	None	None
Selected Generics	\$0	\$4	\$10
Generic	\$10	\$4	\$10
Brand Name	\$30	\$25	\$50
Non-Formulary Drugs	\$60	\$40	\$75
Specialty	30% to \$100	33%	\$75
Mail Order Maintenance Drugs	(Generics \$15; All Others 2.5x Retail)	\$0 Generics; 2x Retail Tier 3 & 4	2x Retail
Initial Coverage Limit (GAP Threshhold)*	\$2,840	\$2,840	\$2,840
GAP Coverage Period	Normal Copays Apply	\$4/4/50/80**	Normal Copays Apply
Catastrophic Coverage OOP	\$4,550	\$4,550	\$4,550
Catastrophic Generic	\$2.50 or 5% (greater of)	\$2.50 or 5% (greater of)	\$2.50 or 5% (greater of)
Catastrophic Brand	\$6.30 or 5% (greater of)	\$6.30 or 5% (greater of)	\$6.30 or 5% (greater of)
	Medicare Advantage Plan 15 Renewal	Humana RPPO 070 539 w/ Rx5	Senior Supplement M w/ Rx Opt. 2
Total Monthly Premium (PMPM)	\$ 266.92	\$ 296.00	\$ 260.59

Notes:

*GAP Threshhold refers to combined member and plan costs for eligible drugs.

**HCR 2011 guideline requires member to receive 50% discount on member cost from brand-name drugs through the gap period (member cost will be: \$4/25/40)
Medicare Supplement plans covers Medicare Allowable Charges. Non-Medicare assigned providers can charge up to 15% higher than Medicare Allowable Charge.



City of Cartersville

**City Council Meeting
2/17/2011 7:00:00 PM
Reconstruct South Hangar Taxiway Pavement**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The Cartersville - Bartow County Airport Authority received funding from the Federal Aviation Administration and the Georgia Department of Transportation to help pay 95% of the south hangar taxiway pavement reconstruction. The city and Bartow County have agreed to split the remaining 5% of the costs for the taxiway pavement reconstruction. The grant will flow through the city and required paperwork will need to be signed by the Mayor and City Attorney. The Airport Authority issued bids for the paving work and Bartow Paving was hired as the paving contractor. The total projected cost of the project is \$373,211, with the city's share at \$9,331. I recommend approval of this expenditure and the authorization to sign required grant paperwork.
City Manager's Remarks:	Our share of this project is 2.5%. Your approval of this item is recommended.
Financial/Budget Certification:	This expenditure was not a budgeted item, however, funds are available for this project.
Legal:	
Associated Information:	E-verify and SAVE are on file.

Bartow Paving Company, Inc.
P. O. Box 2045
Cartersville, Georgia 30120
770-382-2025, Fax 770-387-1309

Invoice Date	Invoice No
01/31/2011	42949

INVOICE

Sold To Robert and Company
Attn: Terry Nierenhausen
229 Peachtree Street, NE
International Tower, Suite 2000
Atlanta, Georgia 30303

Project: Cartersville-Bartow County Airport
Reconstruct South Hangar Taxiway Pavement
RAC #10006-20
Job No: 10-9005
Period: January 31, 2011

Item Description	Contract Quantity	Unit Price	Contract Amount	UN	Current Quantity	Previous Quantity	Total Quantity	Current Amount	Previous Amount	Total Amount
PHASE I										
310 Graded Aggregate Base Course, 8 inch Thick	4,688.00	\$10.15	47,583.20	SY		4,688.000	4,688.000		47,583.20	47,583.20
402 Recycled Asphaltic Concrete 125mm Superpave (2) 1.5 inch thick lifts	828.00	\$72.00	59,616.00	TN	371.480	406.210	777.670	26,745.12	29,247.12	55,992.24
413 Bituminous Tack Coat	83.00	\$2.58	214.14	GL	45.000	65.000	110.000	116.10	167.70	283.80
610 Removal of Pavement and Base from Apron	718.00	\$65.00	46,670.00	CY		718.000	718.000		46,670.00	46,670.00
xxx Tie-down, including removal and installation	42.00	\$300.00	12,600.00	EA						
PHASE II										
310 Graded Aggregate Base Course, 8 inch Thick	3,392.00	\$9.90	33,580.80	SY		3,392.000	3,392.000		33,580.80	33,580.80
402 Recycled Asphaltic Concrete 125mm Superpave (2) 1.5 inch thick lifts	596.00	\$72.75	43,359.00	TN	176.540	401.150	577.690	12,843.29	29,183.68	42,026.95
413 Bituminous Tack Coat	60.00	\$2.63	157.80	GL	205.000	45.000	250.000	539.15	118.35	657.50
610 Removal of Pavement and Base from Apron	553.00	\$62.00	34,286.00	CY		553.000	553.000		34,286.00	34,286.00
CHANGE ORDER NUMBER ONE										
310 Graded Aggregate Base Course, 15 inch Thick	2,900.00	\$16.63	48,227.00	SY		2,900.000	2,900.000		48,227.00	48,227.00
310 Undercut to receive additional 15 inches Base	134.26	\$61.88	8,308.01	CY		134.260	134.260		8,308.01	8,308.01
CHANGE ORDER NUMBER TWO										
310 Graded Aggregate Base Course, 12 inch Thick	2,533.00	\$13.45	34,068.85	SY		2,533.000	2,533.000		34,068.85	34,068.85
310 Undercut to receive additional 12 inches Base	73.37	\$61.88	4,540.14	CY		73.370	73.370		4,540.14	4,540.14

Contract Amount 373,210.94

Total Earnings	40,243.66	315,990.63	356,224.49
Subtotal	40,243.66	315,990.63	356,224.49
Less Previous Payments			
Amount Due This Period			356,224.49

PAYMENT TERMS: This invoice confirms the agreement of the purchaser and Bartow Paving Company, Inc. Payment is due upon receipt of invoice. If full Payment is not made within 30 days of the date of this invoice, then a late charge of 1 1/2% per month will be imposed on the balance outstanding from the invoice date. The Purchaser agrees to pay all reasonable costs of collection, including attorney's fees of fifteen percent, incurred in collecting amounts owed under this invoice.



City of Cartersville

City Council Meeting

2/17/2011 7:00:00 PM

Emergency Repair to Damaged Water Main: Water Plant to Main Street

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	Memo To: Sam Grove From: Jim Stafford Date: 1-31-11 Subject: Emergency Work to Damaged Water Main The 36" ductile iron water main from the water plant to Main Street was damaged when a back hoe operator working for New Riverside Ochre hit the line. We had to do an emergency repair and hired an outside contractor, T. J. Lyle & Co. Inc. to do the backhoe work. The City's backhoe could not handle the job. I recommend approval of this expenditure which will be paid for from the maintenance to water mains budget. The cost is \$5200.00.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	Paid for from Maintenance budget.
Legal:	
Associated Information:	E-verify/E-save documentation is on file.



City of Cartersville

City Council Meeting
2/17/2011 7:00:00 PM
Video System for Police Vehicles

SubCategory:	Bid Award/Purchases
Department Name:	Police
Department Summary Recommendation:	TO: Sam Grove, City Manager FROM: Thomas N. Culpepper, Chief of Police DATE: February 8, 2011 SUBJECT: Additional expense for in-car video systems As you are aware, each police patrol vehicle is equipped with an in-car video system. These systems have been instrumental in collecting evidence and answering complaints regarding Officer conduct. Our current vendor, ICOP, has filed for bankruptcy and is looking to be purchased by a company with a competing in-car video product on the market. Due to this, I no longer believe that this company can provide us with timely sales and service of this equipment, and I feel that now is the time to change vendors. I am requesting that approval be granted to expend an additional \$8500.00 from DEA asset forfeiture, to cover the cost of changing systems from ICOP to Digital-Ally. The new systems are easier to install and will provide quality video. These systems will operate on the current server used for the ICOP system. The \$8500.00 will cover the cost of four (4) new video system for the four new patrol vehicles and operating software. The new vehicles cannot be put into operation until these systems are installed. As stated above, the funding for this increase will come from asset forfeiture funds at no cost to the taxpayer. The original amount approved for the purchase of four (4) police vehicles and all equipment was \$83,324, approved by council on September 16, 2010.
City Manager's Remarks:	Chief Culpepper needs your approval to spend an additional \$8,500 for video equipment. The reasons for such are outlined above. Once again the 'bad guys' are paying for this. Your approval of the change is recommended.
Financial/Budget Certification:	Original Item approved in vehicle purchases. Paid from DEA funds
Legal:	
Associated Information:	E-verify and SAVE documents are attached

Date	Quote #
02/04/2011	KH11-020CPD

P.O. Box 717 Bethlehem, Georgia 30620 / 770-307-1467 / www.itssales.com / E-Mail: info@itssales.com

Sold To: Cartersville Police Department 178 West Main Street Cartersville, GA 30120 Captain Frank Cline 770-607-6197 770-616-0152 Alternate E-mail: jcline@cartersvillepolice.com		Ship To:	
Terms	P.O. Number	Ship VIA	Rep
Net 30 Days		Ground	ITS
* Items with asterisk included with original system; prices are for re-order or extra accessories.			L. Brantley
Description Please see brochure for complete descriptions	Qty	Unit Price	Ext Price
DVM-500+ (includes bright monitor, battery backup, crash detection, 2 year replacement warranty and Video Manager Software)	4	\$ 4,200.00	\$ 16,800.00
Wireless Upload Option - Laptop Version (Per car. Additional infrastructure may be required. Please call for a site survey)	4	\$ 395.00	\$ 1,580.00
Digital Video Flashlight (Digital Video System Integrated into a Law Enforcement Style Flashlight)		\$ 1,295.00	\$ -
First Vu (Professional, Wearable Digital Video/Audio System that can be uploaded into the Digital Ally Software Packages)		\$ 995.00	\$ -
Video Manager Software (Basic software for stand-alone computer operations)	Included	\$ -	No Charge
Video Manager Network Software (Networkable software for multi-user computer operations. NO USER FEES)	1	\$ 1,295.00	\$ 1,295.00
Wireless Upload Software (Server software that allows for wireless uploads from the DVM's. NO USER FEES)	1	\$ 1,495.00	\$ 1,495.00
Equipment included in System Purchases			
Items with * included in Transceiver Kit			\$ -
900 MHz Wireless Transceiver Kit *		\$ 365.00	\$ -
Remote Transceiver *		\$ 265.00	\$ -
Belt Clip *		\$ 10.00	\$ -
Lapel Microphone *		\$ 20.00	\$ -
Wall Cube 110V Charger *		\$ 70.00	\$ -
Vehicle 12V Charger w/cable		\$ 70.00	\$ -
Remote Back Seat Microphone		\$ 50.00	\$ -
Optional Equipment and/or Upgrades			
Leather Belt Case Type? Flat Black Only		\$ 35.00	\$ -
Crash Detection Sensor	Included	\$ 200.00	No Charge
8 GB CF Flash Card Extreme III		\$ 150.00	\$ -
16 GB CF Flash Card Extreme III		\$ 295.00	\$ -
Sandisk Image Mate Compact Flash Reader Model SDDR-92		\$ 50.00	\$ -
Radar Interface Cables Type?		\$ 125.00	\$ -
Camera, 35X Optical Zoom Upgrade		\$ 200.00	\$ -
Remote Back Seat B&W Infrared Camera		\$ 175.00	\$ -
Extended DVM Warranty (Per unit/per year)		\$ 300.00	\$ -
Ignition Power-up Option (Must be ordered with initial purchase)		\$ 150.00	\$ -
Shipping & Handling: Complete System	4	\$ 30.00	\$ 120.00
Options Provided by Integrated Technology Systems			
Configuration of Mirrors, Installation of Software, Training, Unlimited Phone Support	4	\$ 295.00	\$ 1,180.00
Installation of Wireless Transfer Module		\$ 125.00	\$ -
Trip charge; (per trip, not per system) 1 trip(s) @ 160 miles round trip	160	\$ 1.70	\$ 272.00
Hotel charges If Required Number of nights		\$ 85.00	\$ -
Additional Product & Installation of wireless Infrastructure: List of particulars and labor attached.		\$ 3,692.24	\$ 3,692.24
Lease purchasing options are available to help manage budget dollars; monthly, quarterly and yearly payments spread over 1, 2 or 3 years. Call for payment quote. ITS options are billed separately and must be paid separately; they can not be included in the lease plan.		Subtotal:	\$ 26,434.24
		Tax	
QUOTE VALID FOR 30 DAYS FROM THE DATE ABOVE			Total: \$ 26,434.24

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Company Information

Company Name: Integrated Technology Systems[View / Edit](#)**Company ID Number:** 53274**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 403 Matthews School Road**Address 2:****City:** Winder**State:** GA**Zip Code:** 30680**County:** BARROW**Mailing Address:****Address 1:** PO Box 717**Address 2:****City:** Bethlehem**State:** GA**Zip Code:** 30620**Additional Information:****Employer Identification Number:** 203443133**Total Number of Employees:** 10 to 19**Parent Organization:****Administrator:****Organization Designation:****Employer Category:****NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 1[View / Edit](#)[View MOU](#)

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

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

GREGORY S. DAVIS

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

INTEGRATED TECHNOLOGY SYSTEMS

[Name of business, corporation, partnership]

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

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

[Signature]
Signature of Applicant:

2/14/11
Date

GREG DAVIS
Printed Name:

2/14/11

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

14th DAY OF February, 2011

Karen Raines

Notary Public

My Commission Expires: 2-27-2013

* _____
Alien Registration number for non-citizens

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



City of Cartersville

**City Council Meeting
2/17/2011 7:00:00 PM
December 2010 Financial Report**

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the financial report for December 2010. Also attached are the supplemental information and cash position reports for the same time period.
City Manager's Remarks:	Tom R. will cover these at the Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of December 31, 2010

GENERAL FUND excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures	FY 2009 - 10 MONTH OF December-09	FY 2010 - 11 MONTH OF December-10	FY 2009 - 10 Year to Date December-09	FY 2010 - 11 Year to Date December-10	100.00% OF BUDGET (Year to Date)
REVENUE	\$2,688,989	\$2,839,453	\$12,911,097	\$12,734,289	56.20%
EXPENDITURE	\$2,713,369	\$2,838,151	\$11,381,161	\$11,771,032	51.95%
Gen. Fund Net Profit (Loss)	(\$24,380)	\$1,302	\$1,529,936	\$963,257	
<u>WATER & SEWER</u>					
REVENUE	\$1,022,490	\$977,443	\$7,042,068	\$6,832,729	46.29%
EXPENDITURE	\$848,082	\$1,104,996	\$6,333,596	\$6,300,825	42.69%
Wtr. & Swr. Fund Net Profit (Loss)	\$174,408	(\$127,553)	\$708,472	\$531,904	
<u>GAS</u>					
REVENUE	\$2,200,999	\$2,209,927	\$8,199,159	\$8,975,516	30.06%
EXPENDITURES	\$2,323,088	\$2,323,674	\$9,968,250	\$10,918,047	36.56%
Gas Fund Net Profit (Loss)	(\$122,089)	(\$113,747)	(\$1,769,091)	(\$1,942,531)	
<u>ELECTRIC</u>					
REVENUE	\$3,083,265	\$3,110,329	\$21,567,298	\$21,188,110	49.10%
EXPENDITURES	\$3,201,962	\$3,352,416	\$19,226,171	\$20,303,790	47.05%
Electric Fund Net Profit (Loss)	(\$118,697)	(\$242,087)	\$2,341,127	\$884,320	
<u>STORMWATER</u>					
REVENUE	\$100,412	\$96,995	\$600,466	\$588,605	48.81%
EXPENDITURE	\$69,632	\$189,849	\$416,642	\$710,811	58.94%
Stormwater Fund Net Profit (Loss)	\$30,780	(\$92,854)	\$183,824	(\$122,206)	
<u>SOLID WASTE</u>					
REVENUE	\$162,158	\$163,412	\$968,360	\$987,326	45.69%
EXPENDITURE	\$324,716	\$161,162	\$1,105,737	\$970,154	44.90%
Solid Waste Fund Net Profit (Loss)	(\$162,558)	\$2,250	(\$137,377)	\$17,172	
<u>FIBER OPTICS</u>					
REVENUE	\$129,493	\$135,692	\$784,393	\$959,928	61.96%
EXPENDITURE	\$112,045	\$122,696	\$667,661	\$628,562	40.57%
Fiber Fund Net Profit (Loss)	\$17,448	\$12,996	\$116,732	\$331,366	

				% of Monthly Totals to Budget
General Fund	Description	Through 12-31-10	FY 2011 Budget	
	Total Revenues	\$12,734,290	\$22,660,440	56.20%
	GO Bond Proceeds from School	\$2,191,308	\$2,561,400	85.55%
	Property Taxes-City Portion Only	\$1,228,183	\$1,213,065	101.25%
	Local Option Sales Tax (LOST)	\$2,422,662	\$4,195,135	57.75%
	Other Taxes	\$3,303,624	\$6,776,105	48.75%
	Building Permit & Inspection Fees	\$18,974	\$60,000	31.62%
	Fines and Forfeitures	\$268,382	\$530,000	50.64%
	Operating Transfers In-City Utilities	\$1,874,635	\$3,749,270	50.00%
	Other Revenues	\$1,426,522	\$3,575,465	39.90%
	Total Expenditures	\$11,771,032	\$22,660,440	51.95%
	Personnel Expenses	\$6,890,900	\$13,307,635	51.78%
	Operating Expenses	\$2,712,180	\$5,551,815	48.85%
	Capital Expenses	\$12,130	\$783,890	1.55%
	GO Bond Proceeds from School	\$1,927,972	\$2,561,400	75.27%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$6,832,729	\$14,760,380	46.29%
	Water Sales	\$4,099,568	\$7,834,930	52.32%
	Sewer Sales	\$2,168,180	\$4,176,700	51.91%
	Bond Proceeds	\$0	\$1,500,000	0.00%
	Other Revenues	\$564,981	\$1,248,750	45.24%
	Total Expenditures	\$6,300,825	\$14,760,380	42.69%
	Personnel Expenses	\$1,469,431	\$2,825,445	52.01%
	Operating Expenses	\$1,269,779	\$3,115,275	40.76%
	Capital Expenses	\$227,675	\$2,194,000	10.38%
	Transfer To General Fund	\$1,337,802	\$2,632,390	50.82%
	Debt Payments	\$1,996,138	\$3,993,270	49.99%
Gas Fund	Total Revenues	\$8,975,516	\$29,862,510	30.06%
	Gas Sales	\$8,266,065	\$25,803,605	32.03%
	Gas Commodity Charge	\$578,247	\$1,245,000	46.45%
	Bond Proceeds	\$0	\$2,070,205	0.00%
	Proceeds from Capital Leases	\$0	\$16,000	0.00%
	Other Revenues	\$131,204	\$727,700	18.03%
	Total Expenses	\$10,918,047	\$29,862,510	36.56%
	Personnel Expenses	\$823,073	\$1,651,430	49.84%
	Operating Expenses	\$180,148	\$804,405	22.40%
	Purchase of Natural Gas	\$8,380,960	\$21,377,080	39.21%
	Transfer to General Fund	\$1,454,309	\$3,294,345	44.15%
	Capital Expenses	\$79,557	\$2,735,250	2.91%

				% of Monthly Totals to Budget
Electric Fund	Description	Through 12-31-10	FY 2011 Budget	
	Total Revenues	\$21,188,110	\$43,152,600	49.10%
	Electric Sales	\$20,582,914	\$41,886,000	49.14%
	Other Revenues	\$605,196	\$1,266,600	47.78%
	Total Expenses	\$20,303,790	\$43,152,600	47.05%
	Personnel Expenses	\$1,024,469	\$1,959,450	52.28%
	Operating Expenses	\$604,430	\$1,294,780	46.68%
	Purchase of Electricity	\$17,408,264	\$37,333,800	46.63%
	Capital Expenses	\$178,248	\$364,600	48.89%
	Transfer to General Fund	\$1,088,379	\$2,199,970	49.47%
Stormwater Fund	Total Revenues	\$588,605	\$1,206,005	48.81%
	Stormwater Revenues	\$584,018	\$1,152,005	50.70%
	Other Revenues	\$4,587	\$14,000	32.76%
	Prior Year Carryover	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$40,000	0.00%
	Total Expenses	\$710,811	\$1,206,005	58.94%
	Personnel Expenses	\$192,661	\$375,040	51.37%
	Operating Expenses	\$227,627	\$490,965	46.36%
	Capital Expenses	\$290,523	\$340,000	85.45%
Solid Waste Fund	Total Revenues	\$987,326	\$2,160,845	45.69%
	Refuse Collections Revenues	\$960,429	\$1,933,645	49.67%
	Other Revenues	\$26,897	\$47,200	56.99%
	Proceeds From Capital Leases	\$0	\$180,000	0.00%
	Total Expenses	\$970,155	\$2,160,845	44.90%
	Personnel Expenses	\$479,551	\$989,815	48.45%
	Operating Expenses	\$490,604	\$991,030	49.50%
	Capital Expenses	\$0	\$180,000	0.00%
Fiber Optics Fund	Total Revenues	\$959,928	\$1,549,325	61.96%
	Fiber Optics Revenues	\$745,072	\$1,447,355	51.48%
	GIS Revenues	\$57,950	\$101,970	56.83%
	Other Revenues	\$156,906	\$0	
	Total Expenses	\$628,562	\$1,549,325	40.57%
	Personnel Expenses	\$262,480	\$496,485	52.87%
	Operating Expenses	\$223,616	\$604,740	36.98%
	MEAG Telecom Statewide Pymt	\$121,862	\$239,100	50.97%
	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	\$7,144,661.44
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	\$51,462,876.11
Cash Position			1/31/11	2/28/11	3/31/11	4/30/11	5/31/11	6/30/11
Total Unrestricted Cash Balance								
Total Restricted Cash Balance								

Beginning in June 2010, I modified this work sheet to mirror the audit report to reflect the unrestricted and restricted cash. I had some cash accounts that were categorized incorrectly and this now reflects correct totals. Also, I added the pension accounts, debt service accounts along with the sinking fund reserve account to the "restricted cash totals". I moved the water renewal and extension account from the unrestricted cash totals to the restricted cash totals. I also moved all of the insurance accounts from restricted to unrestricted cash and moved the stormwater drainage improvement account from the unrestricted to restricted cash totals.

These items make up the significant changes in the restricted and unrestricted cash totals from prior months information.