



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 – 2/3/2011
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. January 20, 2011 (Page 3-9)

[Attachments](#)

B. First Reading of Ordinances

1. Amendment to Parade Permit Ordinance (Page 10-11)

[Attachments](#)

2. Amendment to Retirement Plan Ordinance (Page 12-13)

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C. Contracts/Agreements

1. Investment Advisor Agreement with WRS (Page 14-30)

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D. Resolutions

1. Time Change for Civic Youth Day (Page 31-32)

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E. Bid Award/Purchases

1. National Citizen's Survey (Page 33-34)

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F. Contracts/Agreements

1. Yard Waste Disposal Contract (Page 35-36)

[Attachments](#)



City of Cartersville

City Council Meeting
2/3/2011 7:00:00 PM
January 20, 2011

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

City Council Special Called Meeting
10 N. Public Square
January 20, 2011
6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Stepp

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

II. Regular Agenda

A. Council Meeting Minutes

1. January 6, 2011

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

B. Presentations

1. Fiscal Year 2010 Audit Presentation

Lloyd Williamson, of Williamson and Company, the city's external audit firm, presented a brief presentation of the FY2010 audit and included the Comprehensive Annual Financial Report for the year ended June 30, 2010.

C. Second Reading of Ordinances

1. Amendment to Motor Vehicle and Traffic Ordinance

Bobby Elliott, Public Works Director stated that this ordinance modification is to prohibit trucks over six (6) wheels from turning right onto Erwin Street off Main Street west bound due to damage to buildings at the intersection and possible danger to pedestrian traffic on the sidewalks. Mr. Elliott stated that the City will have to get approval from the GDOT before signs can be erected and the ordinance enforced. Mr. Elliott stated there have been no additions or changes since the first reading and recommended approval.

A motion to approve Ordinance No. 05-11 was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 05-11

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE IX. TRAFFIC SCHEDULES. CODE SECTION 12-1014. PROHIBITED TRUCK TRAFFIC** is hereby amended by adding a new paragraph (h) to Section 12-1014 as follows:

(1)

(h) “No trucks over six (6) wheels to make right turns onto North Erwin Street from West Main Street West Bound (SR 113/61).”

(2)

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and that section 12-1014 is amended by adding the above provisions and that said section may be alphabetized as necessary to accomplish such intention. The remaining provisions of said section shall remain as is except for alphabetizing.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 6th day of January 2011.

ADOPTED this the 20th day of January 2011. Second Reading.

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

ATTEST:

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

D. Appointments

1. Planning Commission

Randy Mannino, Planning and Development Director stated that this appointment is for the Ward One Planning Commission position. Mr. Robert Ed Hicks has recently resigned because he is moving out of the City's jurisdiction. The unexpired term goes through January 31, 2014. Council person Kari Hodge nominated Travis Popham to fill the unexpired term and Mr. Mannino recommended approval.

A motion to approve the appointment of Travis Popham to the Planning Commission was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

E. Resolutions

1. Updated Capital Improvement Element (CIE) for Impact Fee

Randy Mannino, Planning and Development Director stated that the City adopted Impact Fees in the last quarter of 2006 which became effective in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, the city is required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees (now in our case because we have an active ordinance). Mr. Mannino stated that the required public hearing for the updated information was held on November 18, 2010, and council approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. Mr. Mannino stated that the NWGRC and DCA have approved the document and recommended approval of the document and resolution.

A motion to approve the Updated Capital Improvement Element for Impact Fees and Resolution No. 01-11 made by Council Member Tate and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

Resolution No. 01-11

ADOPTION RESOLUTION

Capital Improvements Element

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an

advertised Public Hearing was held on November 18, 2010 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

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

ADOPTED this the 20th day of January 2011.

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

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

F. Contracts/Agreements

1. Civic Plus – Website Update

Rebecca Bohlander, Communications and P. R. Manager stated that this is an agreement with Civic Plus for the Lite Redesign Website package. This will allow the City to update the website banner to include the new logo and update technical aspects of the site. Ms. Bohlander stated that additionally a banner for the Downtown Development Authority will be included at no additional charge and the DDA will be providing \$1,000.00 to offset the cost of \$4,800.00. Ms. Bohlander stated that at the end of 48 months, the City will receive an Advance Redesign of the website at no cost. Ms. Bohlander stated that once approved Civic Plus has given a 4 – 6 week timeline for the site to be updated and recommended approval.

A motion to approve the agreement with Civic Plus was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 6-0

2. Cancellation of Lease with Bartow Health Access

Dan Porta, Assistant City Manager stated that Bartow Health Access has been leasing the old City Fire Station on Martin Luther King, Jr. Drive since August 2007 with the lease renewing annually unless action is taken by the City Council to terminate the lease. With the forthcoming demolition of the old fire station so a new larger station can be built, the existing lease with Bartow Health Access needs to be terminated. Mr. Porta stated that Bartow Health Access has been aware of this and will be moving out of this building by the end of February 2011. Mr. Porta recommended approval of the termination of the existing lease as of February 28, 2011.

A motion to approve the cancellation of the Lease with Bartow Health Access was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried

unanimously. Vote 6-0

G. Bid Award/Purchases

1. Repair of 36" Water Line

Ed Mullinax, Assistant Water Superintendent stated that a backhoe operator for New Riverside Ochre hit the 36" water main that serves the north side of town and damaged the line at a bell connection. Mr. Mullinax stated that the Water Department had placed a band on the line but it is still leaking about 30 gallons per minute. A special order repair band will permanently repair the line without turning it off and cutting another piece of pipe. HD Supply Waterworks in Kennesaw located a foundry to make this special order band and can have it in one week at a cost of \$10,975.00. Mr. Mullinax stated that this company could get the band weeks sooner than any other company and recommended approval.

A motion to approve the purchase from HD Supply Waterworks was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

H. Change Order

1. T. J. Lyle Regarding Wells and Johnson Streets Sewer and Water Relocation Projects.

Ed Mullinax, Assistant Water Superintendent stated that site conditions have been encountered on the Johnson Street Sewer relocation project and the Wells Street Water and Sewer relocation projects which require a Change Order to the contract. Concrete underlayment has necessitated saw cutting of the pavement and additional pavement debris for disposal. Additionally material encountered during trench excavation is not suitable for achieving compaction as backfill material. Mr. Mullinax stated the additional costs are estimated as follows: Johnson Street, \$66,500.00 and Well Street, \$40,200.00. Mr. Mullinax stated the total project costs, with addition of these change order expenses, will still be in line with the next lowest bidder and recommended approval.

A motion to approve the change orders for both projects was made by Council Member Pruitt and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

I. Monthly Financial Statement

1. November 2010

Tom Rhinehart, Finance Director presented the November 2010 monthly financial statement with comparisons from the previous year of November 2009 by funds along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through November 2010.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/3/2011 7:00:00 PM
Amendment to Parade Permit Ordinance

SubCategory:	First 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. 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
2/3/2011 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) The Cartersville Retirement Plan was created on April 15, 1973 with Lincoln National Life Insurance Company, Fort Wayne, Indiana, and in 2011 the plan’s assets have been transferred over to Benefit Trust Company, a Kansas company, a copy of which is on file in the office of the city manager. The Retirement Plan and all of its business shall be transacted and all of its funds shall be invested by WRS; and all of its cash, securities and other property shall be held in trust by Benefit Trust Company, for the purposes set forth in this plan.”

BE IT AND IT IS HEREBY ORDAINED.

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

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

**City Council Meeting
2/3/2011 7:00:00 PM
Investment Advisor Agreement with WRS**

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 WRS as investment advisor and Benefit Trust Services as plan trustee. WRS submitted a proposal with actual five year investment returns of 5.23% 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 WRS ("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' 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, WRS 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 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.

5.4 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.

5.5 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.

5.6 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.

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

5.8 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.

5.9 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.

5.10 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.

5.11 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:

WRS
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

WRS

By: _____

Title: _____

SCHEDULE A

**SERVICE AGREEMENT
BETWEEN
WRS 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.



City of Cartersville

City Council Meeting
2/3/2011 7:00:00 PM
Time Change for Civic Youth Day

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	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.
City Manager's Remarks:	Your approval of the meeting time change to the morning to accomodate Civic Youth Day is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No.

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

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 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
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
2/3/2011 7:00:00 PM
National Citizen's Survey

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	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. This spring the city is seeking your approval to conduct this important biennial survey. National Research Center, in partnership with the ICMA Center for Performance Measurement, has provided this service in the past and we have been very pleased with the product. They have quoted a price of \$11,750 for this year's survey. Your approval of this item is recommended.
City Manager's Remarks:	The survey is done every two years and is an invaluable tool for finding out what our residents think about services and key policy issues. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	E-verify and SAVE documents are in process



3005 30th Street
Boulder, CO 80301
T: (303) 444-7863
F: (303) 444-1145

Date
January 25, 2011

Prepared for:
Tom Quist City of Cartersville, GA

Description	Total
The National Citizen Survey™ Basic Service	\$9,900
Custom benchmark comparisons	\$1,100
Importance analysis	\$750
Comparison to prior NCS results	\$0
National benchmark comparisons	\$0
TOTAL	\$11,750.00



City of Cartersville

**City Council Meeting
2/3/2011 7:00:00 PM
Yard Waste Disposal Contract**

SubCategory:	Contracts/Agreements
Department Name:	Public Works Department
Department Summary Recommendation:	On January 20, 2011, the Public Works Department held a bid opening for bulk yard waste disposal. As shown by the attached bid tabulation, Pettit Timber submitted the lowest bid price at \$0.00 per ton. Presently the Department is using Crane Grading for this disposal at a previously bid price of \$8.50 per ton. It is our recommendation that we 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 we now utilize 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. This new contract will save the City from \$20 to \$30k per year over what we are now paying. We recommend awarding the contract to Pettit Timber for the price of \$0.00 per ton on disposal and recommend making the new contract effective April 1, 2011.
City Manager's Remarks:	Your approval of Bobby's recommendation above is recommended.
Financial/Budget Certification:	This is a budgeted expense.
Legal:	Our City Attorney prepared the contract.
Associated Information:	E-verify and SAVE information is attached to original contracts.

Yard Waste Bid Opening								
Thursday, January 20, 2011								
2PM								
<u>Vendor</u>				<u>Option #1</u>	<u>Option #2</u>		<u>Price</u>	
Pettit Timber				X			\$0.00	Ton
					X		\$0.00	Cu. Yard
Crane Grading				X			\$8.50	Ton
					X		\$4.00	Cu. Yard
Reece Logging								Ton
					X		\$3.50	Cu. Yard
Apparent low bidder is Pettit Timber.								