



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120

Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 9/1/2016
Work Session –

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. August 16, 2016 (Pages 1-2)

[Attachments](#)

2. August 18, 2016 Morning Meeting (Pages 3-4)

[Attachments](#)

3. August 18, 2016 (Pages 5-9)

[Attachments](#)

4. August 23, 2016 (Pages 10-13)

[Attachments](#)

B. Second Reading of Ordinances

1. Amendment to Existing Area Lighting Ordinance 59-12. (Pages 14-19)

[Attachments](#)

2. Amendment to Existing City Governmental Lighting Ordinance 61-12 (Pages 20-25)

[Attachments](#)

C. Resolutions

1. Resolution to Request Creation of a Festival Zone (Pages 26-31)

[Attachments](#)

2. Resolution of Support for NEA Grant Application (Pages 32-34)

[Attachments](#)

D. Other

1. Repaving at Paga Mine Rd. Training Center (Pages 35-36)

[Attachments](#)

2. Hunting on Wade Road Property (Pages 37-39)

[Attachments](#)

E. Contracts/Agreements

1. WPCP TMDL Engineering Services Agreement (Pages 40-49)

[Attachments](#)

2. North Erwin Street Water Main Replacement – CSX Agreement (Pages 50-68)

[Attachments](#)

F. Engineering Services

1. WPCP TMDL Engineering Studies (Pages 69-70)

[Attachments](#)

G. Bid Award/Purchases

1. 2016-2017 Water Dept. Annual Chemical Purchase Order Approval (Pages 71-72)

[Attachments](#)

2. WPCP Secondary #3 Gearbox Replacement (Page 73)

[Attachments](#)

3. Orthography, Contours & Oblique Data for GIS (Pages 74-75)

[Attachments](#)

4. 2016 LMIG/SPLOST Resurfacing (Pages 76-77)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
August 16, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Approval of the minutes from the August 16th public hearing is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 August 16, 2016
 9:00 A.M.

I. Opening Meeting

The City Council met in a public hearing to discuss the millage rate with Matthew 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; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; and Connie Keeling, City Clerk.

Absent: Council Member Ward Four; Lindsey McDaniel Council Member Ward Five; Dianne Tate

II. Regular Agenda

A. Millage Rate

Tom Rhinehart, Finance Department Head stated: “A public hearing is required for the 2016 city M&O millage rate as the city has decided to increase the millage rate from the rollback rate of 1.38 mills. As a result of increasing the millage rate, there will be an increase in property taxes. This increase will allow the utility funds to retain more of their earnings to fund projects that have been delayed for years. By law, the city is required to hold three public hearings for the public to voice their opinions about the tax increase. This constitutes the first of the three public hearings.”

Mayor Matthew Santini opened the floor for a public hearing. No one came forward and the public hearing was closed.

No action required

A motion to adjourn was made by Council Member Stepp. Needing no second the meeting was adjourned. Motion carried unanimously. Vote 4-0

Meeting Adjourned

/s/ _____
 Matthew J. Santini
 Mayor

ATTEST:

/s/ _____
 Connie Keeling
 City Clerk



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
August 18, 2016 Morning Meeting

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Approval of the minutes from the August 18th morning meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 August 18, 2016
 9:00 A.M.

I. Opening Meeting

The City Council met in a public hearing to discuss the millage rate with Matthew Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Louis Tonsmeire, Sr., Council Member Ward Three; Sam Grove, City Manager; and Meredith Ulmer, Deputy City Clerk.

Absent: Council Member Ward Four, Lindsey McDaniel; Council Member Ward Six, Taff Wren; Council Member Ward Two Jayce Stepp

II. Regular Agenda

A. Millage Rate

Tom Rhinehart, Finance Department Head stated: “A public hearing is required for the 2016 city M&O millage rate as the city has decided to increase the millage rate from the rollback rate of 1.38 mills. As a result of increasing the millage rate, there will be an increase in property taxes. This increase will allow the utility funds to retain more of their earnings to fund projects that have been delayed for years. By law, the city is required to hold three public hearings for the public to voice their opinions about the tax increase. This constitutes the second of the three public hearings.”

Mayor Matthew Santini opened the floor for a public hearing. No one came forward and the public hearing was closed.

No action required.

A motion to adjourn was made by Council Member Hodge. Needing no second the meeting was adjourned. Motion carried unanimously. Vote 3-0

Meeting Adjourned

/s/ _____
 Matthew J. Santini
 Mayor

ATTEST:

/s/ _____
 Meredith Ulmer
 Deputy City Clerk



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
August 18,2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Approval of the minutes from the August 18th regular meeting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
August 18, 2016
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 Wren

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; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, Deputy City Clerk and David Archer, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. August 4, 2016 Minutes

A motion to approve the August 4, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 6-0

B. Public Hearing

1. City of Cartersville M&O Property Tax Millage Rate

Sam Grove, City Manager came forward and stated there was an incorrect advertisement placed in the local paper, the third public hearing has been rescheduled for August 23, 2016 at 6:30pm. Any interested citizens may attend the meeting on that evening to let their voice be heard regarding the city M&O millage rate.

C. First Reading of Ordinances

1. Amendment to Existing Area Lighting Ordinance 59-12

Derek Hampton, Assistant Electric Department Director came forward and stated City Electric is now offering LED lighting as an option for area lighting to customers. Because this is a new type of lighting we are requesting this type of lighting be added to the existing ordinance. This will enable this lighting to be added to Cogsdale for proper billing and for inventory management. There are no proposed changes to the dollar amounts for the items already covered

previously in this ordinance. The monthly cost over time for the LED lights is no more expensive than the equivalent, traditional fixtures we offer. The goal of this change is to accurately track lights on our system, and to make sure our ordinance accurately reflects the lighting options provided by the City. For these reasons we are asking City Council to approve the modification of the existing Area Lighting Ordinance 59-12.

2. Amendment to the Existing City Government Lighting Ordinance 61-12

Derek Hampton, Assistant Electric Department Director came forward and stated the goal of this change to the ordinance is to accurately track the lights on our system, and to make sure our ordinance accurately reflects the lighting options the City provides.

D. Contracts/Agreements

1. Hotel Feasibility Study

Dan Porta, Assistant City Manager came forward and stated one of the goals from the 2016 Vision Session was to explore the possibility of making the old police station location a hotel. After receiving proposals from 3 firms that can conduct Hotel Feasibility Studies, Mr. Porta recommended that the City Council enter into an agreement with The Highlands Group Hotel Investment Advisors. This firm has previously done work for the City and did a study to attract Hilton Garden Inn. The proposal is broken down into three phases: First Phase: \$9,700 which includes Market Analysis and a presentation to the City Council regarding their findings. Second Phase: \$2,800 for a Written Report for the hotel. This is only necessary if phase 1 shows that a hotel in downtown will be profitable for a company to invest in. Third Phase: \$1,500 for Projection of Income and Expenses for the hotel. Mr. Porta stated he recommended approval of this agreement with The Highland Group Hotel Investment Advisors.

A motion to approve the hotel feasibility study was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

E. Bid Award/Purchases

1. Copier for City Administration

Dan Porta, Assistant City Manager came forward and stated the Administrative Department's copier is over 8 years old. In the past year there has been a lot of maintenance. This copier is used by Administrative personnel to print necessary documents for the City and functions as the scanner and fax. Since 2002 the City has been purchasing our copy machines and has a master maintenance contract with Canon Solutions America which saves on city wide machine maintenance costs. Mr. Porta recommended approval to purchase a Canon IRADV520 copier from Canon Solutions America for \$13,500. A new machine has been budgeted in the fiscal year 2016-17 budget.

A motion to approve the purchase was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 6-0

2. Garbage Truck

Tommy Sanders, Public Works Director came forward and stated the department would like to purchase a 20 yard Rear Loader Garbage Truck to replace truck #623, a rear loader with terminal engine issues. Bids were open in January 2016 for a 20 yard rear loader for last fiscal year and the low bidder has committed to honoring all terms and conditions for the same purchase this fiscal year, Mr. Sanders stated he believed if we rebid that the price would go up. Rear loaders are versatile and can be used for multiple functions such as residential garbage, yard waste or recycling id necessary. Public Works has a total of 16 trucks in the fleet; it is necessary to replace 1 or 2 trucks per year to keep our fleet road worthy and serviceable. The lowest bidder meeting our specifications was Carolina Environmental Systems, Inc., located at 500 Lee Industrial Blvd, Austell GA for a Heil PT-1000 20 CY Rear Loader on a 2017 Kenworth T370 for \$140,332.88.

A motion to approve the purchase of a garbage truck was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

3. Replacement Air Conditioning for Gymnastics Center

Greg Anderson, Parks and Recreation Superintendent came forward and stated the gymnastics center was in need of air conditioning replacement. Quotes were solicited for installation of new replacement. The original unit has been in use for 21 years and is no longer feasible to repair. Mr. Anderson recommended the quote from Chastain Plumbing, Heating and Cooling, LLC at \$5,648.00 for a 5 ton unit, materials and installation. This will be paid for out of the Parks and Recreation HVAC maintenance budget. All required documentation has been received.

A motion to approve the purchase was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

F. Added Item

1. Civic Plus Annual Renewal

Mayor Santini stated that there was one item to be added to the agenda. Council Member Tate made a motion to add an item to the agenda. Council Member Tonsmeire seconded the motion. Vote 6-0.

Rebecca Bohlander, Communications and Public Relations Manager came forward and stated the Civic Plus program needed to be paid for in order for citizens to continue to contact the City with various issues online. The annual invoice for Civic Plus is \$13,077.32. Ms. Bohlander recommended approval of this item.

A motion to approve the purchase was made by Council Member Stepp and seconded by Council Member Tonsmeire. The motion was approved unanimously. Vote 6-0.

G. Monthly Financial Statement**1. June 2016 Monthly Financial Statement**

Tom Rhinehart, Finance Department Head came forward and presented the June 2016 Monthly Financial Statement and with comparisons from June 2015 by fund along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through June 2016.

With no other business a motion to adjourn the meeting was made by Council Member Hodge and needing no second. Motion carried unanimously. Vote 6-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Deputy City Clerk
Meredith Ulmer



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
August 23, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Approval of the minutes from the August 23rd hearing and tax levy setting is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
August 23, 2016
6:30 P.M.

I. Opening Meeting

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; Taff Wren, 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. Public Hearing

1. City of Cartersville M & O Property Tax Millage Rate

Tom Rhinehart, Finance Director stated that the property taxes received from the Cartersville M&O property taxes are used for the general city government operations, which include police, fire, recreation, public works, etc. The proposed 2016 millage rate of 2.38 mills is considered to be above the 2016 rollback rate of 1.358 mills. As a result, the city is required to hold three public hearings for the public to voice their opinions about the tax increase. This is the third of these required meetings, and brings the city into compliance with state regulations. Mr. Rhinehart recommended approval of the Cartersville M&O property tax millage rate of 2.38 mills for 2016.

Mayor Santini opened the floor for a public hearing. With no comments Mayor Santini closed the public hearing.

A motion to approve the Cartersville M&O property tax millage rate of 2.38 mills for 2016 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion failed. Vote 2-3 with Council Members Wren, McDaniel, and Hodge voting against

2. City School System Millage Rate Set at 16.546 Mills

Tom Rhinehart, Finance Director stated that the Cartersville City School System has recommended to their Board to lower the school system's 2016 millage rate to 16.546 mills. This is the rollback rate for 2016. The City Council approves the recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. Mr. Rhinehart recommended approval of the Cartersville City School System property tax millage rate of 16.546 mills for 2016.

A motion to approve the Cartersville City School System property tax millage rate of

16.546 mills for 2016 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0

3. Cartersville Business Improvement District Property Tax Millage to be set at 2.368 Mills for 2016

Tom Rhinehart, Finance Director stated that the Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing a property tax over the past several years to raise funds for the downtown area. The Downtown Development Authority (DDA) works with the local businesses to use the funds to improve the downtown area. DDA requests the Council's approval to lower the BID's property tax millage to 2.368 mills, which is the 2016 rollback rate. Mr. Rhinehart recommended approval of the Cartersville Business Improvement District property tax millage of 2.368 mills for 2016.

A motion to approve the Cartersville Business Improvement District property tax millage of 2.368 mills for 2016 was made by Council Member Tate and seconded by Council Member Tosnmeire. Motion carried unanimously. Vote 5-0

4. Cartersville GO Recreation Bond Property Tax Millage Rate to be set at 1.083 Mills for 2016

Tom Rhinehart, Finance Director stated that the citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten year pay-back period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 1.083 mills (rollback rate) for 2016, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage rate large enough to cover the semi-annual payments. Mr. Rhinehart recommended approval of the Cartersville GO Recreation Bond tax millage rate of 1.083 mills for 2016.

A motion to approve the Cartersville GO Recreation Bond tax millage rate of 1.083 mills for 2016 was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

Keith Lovell, Assistant City Attorney stated that since it is a three week process to pass a millage rate one would need to be set at this time to avoid additional expense in billing and advertising. Mr. Grove stated that this is roughly a \$1million shortfall in the budget and since the budget had already been passed direction would be necessary as to where the money should come from.

Tom Rhinehart, Finance Director went through the process for determining the millage rate and the projects that will be affected by this shortfall.

(Council Member Stepp had been delayed and arrived at the meeting.)

A motion to approve the Cartersville M&O property tax millage rate of 2.38 mills for 2016 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion tied. Vote 3-3 with Council Members Wren, McDaniel, and Hodge voting against. The Mayor voted in favor of the motion making the Vote 4-3.

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
9/1/2016 7:00:00 PM
Amendment to Existing Area Lighting Ordinance 59-12**

SubCategory:	Second Reading of Ordinances
Department Name:	Electric Department
Department Summary Recommendation:	<p>The Electric Department is now offering LED lighting as an option for Area Lighting customers. Because this is a new type of lighting we are requesting this type of lighting be added to the existing ordinance. This will enable this type of lighting be added to Cogsdale for proper billing and for inventory management. There are no proposed changes to the dollar amounts for the items already covered previously in this ordinance. The monthly cost over time for the LED lights is no more expensive than the equivalent, traditional fixtures that we offer. The goal of this change is to accurately track the lights on our system, and to make sure our ordinance accurately reflects the lighting options provided by the city.</p> <p>For the above reasons we are asking that council approve the modification of the existing Area Lighting Ordinance 59-12.</p>
City Manager's Remarks:	This item is unchanged from first reading and is recommended for your approval.
Financial/Budget Certification:	
Legal:	The updated ordinance has been reviewed by Keith Lovell.
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 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. SECTION 24-301. GENERALLY is hereby amended by adding a new subsection (d)(4) in its entirety and renumbering the current subsection (d)(4) to subsection (d)(5) with the following:

1.

Sec. 24-301. - Generally.

- (a) *Effective date:* Bills rendered on or after September 2, 2016.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), mercury vapor (MV), light-emitting diode (LED) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to outdoor lighting installed, owned and maintained by CES for residential, commercial or industrial use.
- (d) *Monthly rates:*
- (1) *High pressure sodium.*

Size	Type	Rate
100W	Open Bottom	\$10.00
100W	Cobrahead	11.00
150W	Cobrahead	13.00
150W	Post Top	13.00
250W	Cobrahead	16.00
250W	Directional Flood	18.50
250W	Parking Lot	24.50
400W	Cobrahead	18.00

400W	Directional Flood	23.50
400W	Parking Lot	30.50
1,000W	Directional Flood	38.50
1,000W	Parking Lot	38.50

(2) *Mercury vapor.**

Size	Type	Rate
175W	Open Bottom	\$10.00
175W	Cobrahead	11.50
400W	Cobrahead	18.50

* These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.

(3) *Metal halide.*

Size	Type	Rate
250W	Directional Flood	\$28.50
250W	Parking Lot	28.50
400W	Directional Flood	34.00
400W	Parking Lot	34.00
1,000W	Directional Flood	40.00
1,000W	Parking Lot	40.00

(4) *LED*

SIZE	TYPE	RATE
1	LED OPEN-BOTTOM	\$10.00
1	LED COBRAHEAD	\$13.00
2	LED COBRAHEAD	\$16.00
3	LED COBRAHEAD	\$18.00
1	LED PARKING LOT	\$28.50
2	LED PARKING LOT	\$34.00
3	LED PARKING LOT	\$40.00
1	LED DIRECTIONAL FLOOD	\$28.50
2	LED DIRECTIONAL FLOOD	\$34.00
3	LED DIRECTIONAL FLOOD	\$40.00

(5) *Poles.*

Size	Type	Rate
14'	Acorn Decorative	\$2.00
20'	Acorn Decorative	2.00
20'	Salem Aluminum	1.50
30'	Wood	1.50
35'	Wood	2.00
40'	Wood	2.50
30'	Shoebox Decorative	1.50
35'	Shoebox Decorative	2.00
40'	Shoebox Decorative	2.50
40'	Cobrahead Decorative	2.50

(e) *Pole installation charge:* A nonrefundable contribution to construction will be required if it is necessary for CES to set a pole or poles in providing leased lighting.

Size	Type	Rate
14'	Acorn Decorative	\$1,000.00
20'	Acorn Decorative	1,000.00
20'	Salem Aluminum	200.00
30'	Wood	150.00
35'	Wood	150.00
40'	Wood	150.00
30'	Shoebox Decorative	600.00
35'	Shoebox Decorative	750.00
40'	Shoebox Decorative	900.00
40'	Cobrahead Decorative	1,000.00

If the customer requires CES to install light fixtures on other CES poles, the customer may be required to pay a contribution to construction to meet a 3 to 1 annual revenue ratio.

(f) *Outdoor lighting service installed beyond the billing meter:*

Size	Discount Per Fixture
100W	\$1.81
150W	2.66
175W	2.84
250W	4.65

400W	6.71
1,000W	16.35

- (g) *Term of contract:* The term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half of the estimated maximum annual revenue expected to occur during the term of the contract.
- (h) *Mandatory riders:* This tariff is not subject to the future construction charge rider, environmental compliance charge rider, or power cost adjustment rider.
- (i) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(Ord. No. 59-12, § 1, 11-1-12)

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 J. SANTINI, MAYOR

ATTEST: _____
 CONNIE KEELING, CITY CLERK



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM

Amendment to Existing City Governmental Lighting Ordinance 61-12

SubCategory:	Second Reading of Ordinances
Department Name:	Electric Department
Department Summary Recommendation:	<p>The Electric Department is now offering LED lighting as an option for City Government Lighting customers. Because this is a new type of lighting we are requesting this type of lighting be added to the existing ordinance. This will enable this type of lighting be added to Cogsdale for proper billing and for inventory management. There are no proposed changes to the dollar amounts for the items already covered previously in this ordinance. The monthly cost over time for the LED lights is no more expensive than the equivalent, traditional, fixtures that we offer. The goal of this change is to accurately track the lights on our system, and to make sure our ordinance accurately reflects the lighting options provided by the city.</p> <p>For the above reasons we are asking council to approve the amending of Ordinance No 61-12.</p>
City Manager's Remarks:	This item is unchanged from first reading and is recommended for your approval.
Financial/Budget Certification:	
Legal:	The changes to the existing ordinance has been reviewed and approved by Keith Lovell.
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 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. SECTION 24-306. GENERALLY is hereby amended by adding a new subsection (d)(4) in its entirety and renumbering the current subsection (d)(4) to subsection (d)(5) and renumbering the current subsection (d)(5) to subsection (d)(6) with the following:

1.

Sec. 24-306. - Generally.

- (a) *Effective date:* Bills rendered on or after September 2, 2016.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to outdoor lighting by ballast-operated vapor lamp fixtures with high pressure sodium (HPS), metal halide (MH), mercury vapor (MV), or light-emitting diode (LED) lamps, and poles conforming to CES specifications. Service will be rendered only at locations that, in the sole opinion of CES, are readily accessible for maintenance. This tariff is applicable only to public street lighting and traffic signals.
- (d) *Monthly rates:*
- (1) *High pressure sodium:*

Size	Type	Rate
100W	Open Bottom	\$9.00
100W	Cobrahead	\$9.00
150W	Cobrahead	\$11.00
150W	Post Top	\$11.00
250W	Cobrahead	\$13.50
250W	Directional Flood	\$15.50
250W	Parking Lot	\$17.50
400W	Cobrahead	\$17.00
400W	Directional Flood	\$19.00

400W	Parking Lot	\$21.00
1,000W	Directional Flood	\$27.00
1,000W	Parking Lot	\$27.00

(2) *Mercury vapor**:

Size	Type	Rate
175W	Open Bottom	\$9.50
175W	Cobrahead	\$10.00
400W	Cobrahead	\$16.00

* These rates are for existing mercury vapor lights only. No new mercury vapor lights will be installed.

(3) *Metal halide***:

Size	Type	Rate
250W	Directional flood	\$25.00
250W	Parking Lot	\$25.00
400W	Directional Flood	\$30.00
400W	Parking Lot	\$30.00
1,000W	Directional flood	\$37.00
1,000W	Parking lot	\$37.00
1,500W	Sports lighting	\$43.00

** Not approved for roadway use.

(4) LED:

SIZE	TYPE	RATE
1	LED OPEN-BOTTOM	\$7.00
1	LED COBRAHEAD	\$9.00
2	LED COBRAHEAD	\$11.50
3	LED COBRAHEAD	\$15.00
1	LED PARKING LOT	\$23.00
2	LED PARKING LOT	\$28.00
3	LED PARKING LOT	\$35.00
1	LED DIRECTIONAL FLOOD	\$23.00
2	LED DIRECTIONAL FLOOD	\$28.00
3	LED DIRECTIONAL FLOOD	\$35.00
4	SPORTS LIGHT	\$41.00

(5) Poles:

Size	Type	Rate
14'	Acorn decorative	\$2.00
20'	Acorn decorative	\$2.00
20'	Salem aluminum	\$1.50
30'	Wood	\$1.50
35'	Wood	\$2.00
40'	Wood	\$2.50

30'	Shoebox decorative	\$1.50
35'	Shoebox decorative	\$2.00
40'	Shoebox decorative	\$2.50
40'	Cobrahead decorative	\$2.50

(6) *Traffic signals:*

	Traffic signal	Traffic flasher	School flasher
Basic service charge per head (CES provides relamping)	\$1.75	\$2.75	\$4.75
Basic service charge per head (Customer provides relamping)	\$1.00	\$1.75	\$2.50

(e) *Pole installation charge:* A nonrefundable contribution to construction will be required of developers/subdividers for CES to set a pole or poles in providing city street lighting.

Size	Type	Rate
14'	Acorn decorative	\$1,400.00
20'	Acorn decorative	1,400.00
20'	Salem aluminum	400.00
30'	Wood	300.00

35'	Wood	300.00
40'	Wood	300.00
30'	Shoebox decorative	600.00
35'	Shoebox decorative	750.00
40'	Shoebox decorative	900.00
40'	Cobrahead decorative	1,000.00

- (f) *Term of contract:* The term is a minimum of five (5) years.
- (g) *Mandatory riders:* This tariff is not subject to the future construction charge rider, environmental compliance charge rider, or power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(Ord. No. 61-12, § 1, 11-1-12)

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 J. SANTINI, MAYOR

ATTEST: _____
 CONNIE KEELING, CITY CLERK



City of Cartersville

**City Council Meeting
9/1/2016 7:00:00 PM
Resolution to Request Creation of Festival Zone**

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This festival zone will be in conjunction with the annual Chamber BBQ that is being held in the Founders Oak parking lot on October 6. Staff recommends approval of this request.
City Manager's Remarks:	Your approval of the Festival Zone for the Annual Chamber cookout is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in June 2014.

WHEREAS, the Chamber of Commerce wishes to establish a Festival Zone for the Annual Chamber of Commerce BBQ, held downtown on Thursday, October 6, 2016; and

WHEREAS, the DDA Board recommends that the South Public Square parking lot be designated a controlled Festival Zone, allowing those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the Chamber's festival manager, in conjunction with two law enforcement officers, will ensure the safety of all guests, and keep those with alcoholic beverages within the allotted Festival Zone, which is also boarded with fencing, and ample signage; and

WHEREAS, the Director of Planning and Development has received the proposal and application and approved the event with the understanding alcoholic beverages will only be sold by an approved alcohol-license holding businesses;

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Annual Chamber of Commerce BBQ event, planned and implemented by the DDA, and approval by the Director of Planning and Development, be designated a Community Festival.

ADOPTED this the 1st day of September 2016.

**/s/ _____
Matt Santini
Mayor**

ATTEST:

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



City of Cartersville Special Events Permit

Page 1 of 4

Applicant and Sponsoring Organization Information	
NAME (of individual completing application): Lillie Read (on behalf of Chamber of Commerce)	
STREET ADDRESS: 1 Friendship Plaza	
CITY / STATE / ZIP CODE: Cartersville, GA 30120	
DAY PHONE: 770.607.3480	FAX NO.: 770.607.6390
E-MAIL ADDRESS: lread@downtowncartersville.org	
SPONSORING ORGANIZATION: Chamber of Commerce	<input type="checkbox"/> NON-PROFIT <input checked="" type="checkbox"/> GOVT. <input type="checkbox"/> OTHER
STREET ADDRESS: 122 West Main Street	DAY PHONE: 770-386-0022 ext 204
ORGANIZATION WEBSITE: http://www.cartersvillechamber.com/	
CONTACT PERSON "ON SITE" DAY OF EVENT: Deanna Berry	CELL PHONE:
IS THIS A FIRST TIME EVENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, HOW MANY YEARS:	
IF HELD BEFORE, WHERE AND WHEN? Private farm & Founders Oak parking lot	

Event Information	
TYPE OF EVENT (CHECK ALL THAT APPLY): <input type="checkbox"/> PARADE <input type="checkbox"/> FESTIVAL <input type="checkbox"/> CONCERT/MUSIC <input checked="" type="checkbox"/> OTHER	
IF "OTHER," PLEASE SPECIFY: BBQ & Networking event	
EVENT LOCATION AND TITLE: Annual Chamber BBQ	
DATE: Thursday, October 6, 2016	
EVENT HOURS: START: 5 PM END: 8 PM	
SET-UP: DATE: Oct. 6 TIME: 8 AM	
BREAK DOWN: DATE: Oct. 6 TIME: 9 PM	
EXPECTED ATTENDANCE: 300+	

Item # 7



City of Cartersville Special Events Permit

Page 2 of 4

Event Description

BRIEFLY EXPLAIN EVENT AND ACTIVITIES; INCLUDE PURPOSE OF THE EVENT. ATTACH SITE PLAN INCLUDING LOCATION OF STAGE, PORTOLETS, VENDOR BOOTHS, ETC. Networking event featuring food and activities as well as a band/DJ set-up. There will be alcohol served as part of the ticket price, which is limited to two drinks per of-age individual.

Event Details

ATTACH A SCHEDULE OR BROCHURE OF ALL ACTIVITIES ASSOCIATED WITH THE EVENT: No scheduled activities associated.

WILL ITEMS OR SERVICES BE SOLD AT THE EVENT? YES X NO

PROVIDE A LIST OF ALL VENDORS: N/A

WILL EVENT HAVE AMPLIFIED SOUND? X YES NO

IF YES, PLEASE DESCRIBE: A DJ/band has been hired to provide background music that should not project beyond the immediate event area.

WILL VENDORS BE COOKING OR HEATING FOOD? X YES NO

IS THIS EVENT FOR PROFIT ____ NOT FOR PROFIT X ____ OR CHARITABLE ____

WILL THERE BE ANY FENCED AREAS? X YES NO IF YES, PLEASE DESCRIBE: Fencing around Friendship Plaza and Public Square parking lot

Cleanup/Sanitation

What is your clean-up plan during and after the event? Clean up will be managed by event staff and Chamber BBQ committee members

Contact the City of Cartersville to arrange for trash and recycling collection at 770-387.5602. Pick-up and disposal fees may be applicable.

Portolets

The event must provide restroom facilities.

The city recommends one toilet and one handicap unit for every 250 attendees, or portion thereof. At least one handicap unit is required.

WILL YOU USE/RENT THE DDA RESTROOM FACILITIES: X YES NO

IF USING A PORTOLET COMPANY, WHICH COMPANY IS BEING USED: Johnny on the Spot

Item # 7



City of Cartersville Special Events Permit

Page 3 of 4

Insurance

A certificate of insurance must be filed with the City of Cartersville ten working days before the event. The city requires all certificates to be submitted on a standard ACORD form. The City of Cartersville must be listed as additional insured with respect to general liability. A minimum of \$1,000,000 liability insurance is required.

Insurance form attached.

Street Closure Information

NAMES OF STREETS TO BE CLOSED:

Public Square parking lot above Friendship Plaza

BETWEEN

AND

BETWEEN

AND

BETWEEN

AND

ATTACH PARADE ROUTE:

ARE YOU REQUESTING A COMPLETE OR ROLLING STREET CLOSURE? X COMPLETE ROLLING

WHY ARE YOU REQUESTING THIS STREET CLOSURE? *For safety*

TIME OF STREET CLOSURE: 8AM – 9 PM

ASSEMBLY AREA: _____

DISBANDING AREA: _____

The event organizer is responsible for notifying affected businesses and residents of street closures.

DESCRIBE YOUR NOTIFICATION PLAN AND ATTACH A COPY TO THIS APPLICATION: Notification will take place by email and in-person contact for event committee.

Security Needs

PLEASE DESCRIBE YOUR SECURITY NEEDS FOR THE EVENT.

Final determination on officer needs will be determined by the City of Cartersville. (Cartersville Police Security is \$30 per hour, for a 4 hour minimum).

2 officers

I WILL HIRE CITY OF CARTERSVILLE OFFICERS FOR THIS EVENT.

The rate for City of Cartersville officers is \$30 per hour per officer, minimum of four hours per officer. Please call 770.382.2526 to arrange for police security.

Item # 7



**City of Cartersville
Special Events Permit**

Special Instructions per Fire Chief:

Special Instructions per Police Chief:



City of Cartersville

**City Council Meeting
9/1/2016 7:00:00 PM
Resolution of Support for NEA Grant Application**

SubCategory:	Resolutions
Department Name:	Downtown Development Authority
Department Summary Recommendation:	This resolution is to show the City's support of the DDA submitting a grant application to the National Endowment for the Arts. An application was submitted during the 2015 funding cycle which was, unfortunately, not funded. The projects discussed in the application will work to further art and placemaking goals as stated in the DDA Master Plan. Staff recommends approval of this resolution.
City Manager's Remarks:	Your approval of this resolution is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Resolution Number: _____

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN GRANT PROGRAM REQUESTING FUNDING IN THE AMOUNT UP TO \$200,000.00 FOR IMPROVEMENTS IN THE DOWNTOWN AREA.

WHEREAS; The City of Cartersville, is seeking to obtain grant funds to implement improvements in the Downtown area for the purposes of enhancing community engagement, tourism promotion, economic development and increased area vibrancy;

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

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

APPROVED and ADOPTED this 1st day of September, 2016.

Matthew J. Santini,
Mayor of Cartersville

ATTEST:

City Clerk

August 22, 2016

Attn: Jen Hughes
Our Town Program Manager
National Endowment for the Arts
400 7th Street, SW
Washington, DC 20506-0001

RE: Letter of Support for Cartersville Grant Application

Dear Ms. Hughes:

I would like to express my full support of the Cartersville Downtown Development Authority's application for an Our Town Grant.

Cartersville is a small town but one that is experiencing significant local growth in terms of residents and job creation. From our two Smithsonian Institute Affiliate Museums, the evolving sporting destination of LakePoint, Red Top Mountain State Park, Etowah Indian Mounds State Historic Site and Lake Allatoona, there is a wide variety of attractions for residents and visitors to enjoy. It is the City's belief that integrating the arts into our downtown environment will actively help our efforts to stimulate the local and regional economy through tourism and will also provide quality of life improvements for current and future residents.

Leveraging public investment in the arts has been a successful economic development model throughout the state. In fact, one of the competitive advantages that downtown has over its big-box counterparts is that coming into the district provides a true experience of place and history that people find desirable. Thus, using the arts to occupy a prominent space in future place-making decisions and efforts will help our historic downtown retain its long term economic viability by bringing additional visitors, jobs, and investments to the area.

If funded, this project will provide many ongoing benefits to downtown and will play a key role in our place-making efforts. Please consider the positive impact that this opportunity will bring to our community should we have the chance to implement our vision of incorporating the arts into our future development strategy. Thank you for your time and consideration.

Respectfully,

Matthew J. Santini, Mayor
City of Cartersville



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
Repaving at Paga Mine Rd. Training Center

SubCategory:	Other
Department Name:	Fire
Department Summary Recommendation:	<p>In 2008 the joint training facility for Bartow Fire and Cartersville Fire was constructed. In a cost saving measure at the time of construction a binder paving was done for the classroom area with no finish coat in order to reduce construction cost, with the intent of applying the finish coat at a later date. We respectfully request funding of the city portion for this project. The work will be completed by Bartow County for a maximum cost of \$66,000.00. Our formal request would be for funding up to and not to exceed \$33,000.00 for our portion of this project. This is a budgeted item in the FY 16-17 and will come from maintenance funds.</p>
City Manager's Remarks:	This item is budgeted and recommended for your approval.
Financial/Budget Certification:	This is a budgeted item up to \$33,000.00 for the city's portion of this project.
Legal:	
Associated Information:	

Scott Carter

From: Keeling, Bryan <keelingb@bartowga.org>
Sent: Monday, August 22, 2016 5:41 PM
To: Scott Carter
Subject: Fw: Fwd: Paving

Scott
This is what I got from Joe Sutton at the road department. He says that is worse case, he thinks that it should come in a little less. If this will not do let me know what you need.

Thanks

Bryan Keeling
Deputy Chief
Bartow County Fire Rescue
770-387-5151
keelingb@bartowga.org

-----Original Message-----

From: "Fire Dept7" <firedpt7@icloud.com>
To: keelingb@bartowga.org
Date: 08/22/16 05:38 PM
Subject: Fwd: Paving

Sent from my iPhone

Begin forwarded message:

From: Sutton, Joseph <suttonj@bartowga.org>
Date: August 18, 2016 at 8:31:14 PM EDT
To: Fire Dept7 <firedpt7@icloud.com>
Subject: Re: Paving

Cost for our paving crew to do it is
\$66,000 .

Sent from my iPhone

On Aug 18, 2016, at 6:03 PM, Fire Dept7 <firedpt7@icloud.com> wrote:

Joe

Have you had time to get me a quote yet that I can spare with Cartersville Fire?

Bryan

Sent from my iPhone=



City of Cartersville

**City Council Meeting
9/1/2016 7:00:00 PM
Hunting on Wade Road Property**

SubCategory:	Other
Department Name:	Water Department
Department Summary Recommendation:	<p>The City acquired approximately 500 acres in 1992 off of Wade Road (“City Farm”) as a part of the Biosolids Management Plan required by the expansion of the wastewater plant (WPCP) to 12 million gallons per day (MGD) capacity. The land is used as a disposal site for biosolids produced by WPCP when private land is unavailable due to weather or use restrictions.</p> <p>Since the purchase of the property, city employees from all departments have hunted dove, turkey and deer in the appropriate seasons. A liability release agreement is now signed by any individual wanting to hunt the property and maintained by the WPCP Superintendent. In the recent past, hunting was restricted to bow hunting only for safety reasons.</p> <p>A recent request for permission to hunt the property by a non-city employee raised the question of liability. The attached release was forwarded to legal for review. During review, it was determined that the Water Department Director does not have the authority to grant permission to hunt City property. The matter is therefore referred to Council for a determination on whether to continue to allow hunting on the City Farm or eliminate the practice entirely.</p>
City Manager's Remarks:	Your approval of the liability release is recommended,
Financial/Budget Certification:	
Legal:	
Associated Information:	

AGREEMENT
2016 Deer, Quail and Rabbit Season

Agreement made this ____ day of _____, 20____, between the City of Cartersville, Bartow County, Georgia, referred to as licensor, and _____ of _____, referred to as licensee.

Licensor grants to licensee, and licensee's heirs, successors, assigns, and permittees, the right, privilege, and permission to hunt in and on a certain tract of land owned by licensor, more fully described as follows

Bow Hunting only on City of Cartersville Property During Deer Season 2016

{NEED TO ADD SUFFICIENT DESCRIPTION OF PROPERTY}

The permission is given to licensee as an accommodation with no monetary consideration, and is revocable at any time by licensor. Licensee acknowledges the legal title of licensor to the above-described property and agrees never to deny this title or to claim title in licensee's name. Licensee will exercise the granted privilege at licensee's own risk, and agrees that licensee will never claim any damages against licensor for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the licensor, and licensee will indemnify licensor against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the privilege by licensee, and licensee's assignees, permittees, or other persons entering the property at the invitation of licensee.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

LICENSOR:

CITY OF CARTERSVILLE, GEORGIA

By: _____

Its: _____

Attested By: _____

Its: _____

LICENSEE:



City of Cartersville

**City Council Meeting
9/1/2016 7:00:00 PM
WPCP TMDL Engineering Services Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Department met with four (4) engineering firms during April and May of this year for the purpose of selecting a firm for design of the Water Pollution Control Plant (WPCP) upgrades that will be required by our new National Pollution Discharge Elimination System (NPDES) permit. The following firms were evaluated:</p> <ul style="list-style-type: none"> · Black & Veatch · Burns & McDonald · CTI, Inc · Hazen & Sawyer <p>All firms are highly regarded by our peers in the water industry and each came highly recommended by that group. After meeting twice with each firm, Hazen & Sawyer (Hazen) was selected.</p> <p>Hazen is a nationally recognized leader in both water and wastewater plant design. They have successfully designed and built multiple nutrient treatment projects for Gwinnett, Cherokee, Cobb and Fulton Counties. Additionally, they have designed wastewater treatment projects for the Douglasville-Douglas County Water and Sewer Authority, City of Savannah and multiple cities in Florida. Their entire design staff is located in Atlanta.</p> <p>The attached Engineering Services Agreement (ESA) is the first step in starting the process of WPCP design for nutrient removal. This is our standard ESA agreement that we have with multiple other firms. I recommend the agreement for your approval.</p>
City Manager's Remarks:	Your approval of the agreement with Hazen and Sawyer is recommended.
Financial/Budget Certification:	

Legal:

Associated Information:

STATE OF GEORGIA
CITY OF CARTERSVILLE
Bartow County, GA

AGREEMENT FOR GENERAL ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between CITY OF CARTERSVILLE, Georgia, hereinafter called the "OWNER" and _____, a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "ENGINEER".

W I T N E S S E T H:

WHEREAS, the OWNER has periodic need of professional advice and engineering services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said ENGINEER to perform certain consulting engineering services as follows:

ITEM A - ENGINEER'S SERVICES

The specific services which the ENGINEER agrees to furnish and the terms the ENGINEER agrees to follow are set forth herein:

1. For each major project or task, the OWNER shall provide to the ENGINEER a detailed description of the services to be performed. The ENGINEER shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the ENGINEER containing the agreed upon description of the work and engineering services fee estimate. Each Task Order shall be assigned a project number, shall reference this Agreement, and shall be deemed an authorization for the ENGINEER to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this Agreement shall control with respect to each Task Order. Each Task Order, after execution by both parties to this Agreement, shall be incorporated into and become a part to this Agreement.
2. Signature by a representative of the OWNER on each Task Order shall constitute authorization to proceed by the ENGINEER for services defined by that Task Order.

ITEM B - COMPENSATION

1. The OWNER shall compensate the ENGINEER for providing the services enumerated in Item A in accordance with the Compensation Method identified in each Task Order. The compensation method shall be one of the following:

- a. Lump Sum

The OWNER agrees to pay and the ENGINEER agrees to accept a lump sum amount, which constitutes compensation for all of the ENGINEER'S salary costs, general and administrative overhead, direct project expenses, and profit. The OWNER agrees to pay the ENGINEER monthly based on the estimated percentage of total work completed through the billing period as certified by the ENGINEER.

- b. Standard Billing Rates

The OWNER agrees to pay the ENGINEER monthly, for work completed, on the basis of the standard billing rates of those principals and employees engaged directly on the work. ENGINEER'S current billing rate schedule is listed in Exhibit A. Billing rate schedule may be adjusted on an annual basis.

Direct project expenses including, but not limited to, travel, subsistence, printing, toll telephone calls, specialized equipment rental, and professional services are also reimbursable at actual cost. Outside professional services shall have prior approval of the OWNER.

2. If the OWNER does not make monthly payments in full to the ENGINEER, the ENGINEER may suspend services on the basis of non-performance on the part of the OWNER, except when payment is withheld by terms of Federal or State contracts. When such progress payments are restored, the ENGINEER will continue services.

ITEM C - GENERAL TERMS AND CONDITIONS

1. **COMMENCEMENT OF WORK.** The performance of engineering services described in Item A shall be commenced upon receipt by the ENGINEER of written authorization from the OWNER.
2. **PROFESSIONAL STANDARDS; WARRANTY.** ENGINEER shall be responsible, to the level of care and skill ordinarily used by practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AUTHORIZATION. ENGINEER will comply with Federal and State laws, regulations, codes and standards that apply to the project at the time the services are provided. ENGINEER makes no other warranty,

express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Project.

3. **PROJECT PROGRESS.** ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
4. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond ENGINEER's responsible control, including force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
5. **PROJECT DELAYS.** The ENGINEER will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this Agreement that the ENGINEER cannot be responsible for delays occasioned by factors beyond ENGINEER's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.
6. **CONFIDENTIALITY.** The ENGINEER shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
7. **ASSIGNMENTS.** The OWNER and ENGINEER each binds himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign his interest in this Agreement without the written consent of the other. ENGINEER may enter into subcontracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
8. **PERSONNEL.** The ENGINEER, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this contract. Such personnel are not employees of, nor have any contractual relationship with the OWNER.
9. **INSURANCE.** The ENGINEER shall, during the performance of the Agreement, keep in force insurance with the following minimum coverage: Workmen's Compensation Insurance, including Employer's Liability Insurance for its employees; Commercial General Liability Insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage limits to \$1,000,000; Professional Liability Insurance with limits to \$1,000,000.

10. **INDEMNIFICATION.** The ENGINEER agrees to indemnify and hold harmless the OWNER from claims, losses, costs and expenses arising out of, and to the extent caused by, the ENGINEER's negligent performance of services.
11. **TERMINATION.** The OWNER may terminate this agreement at any time by giving thirty days notice to the ENGINEER. If this Agreement is terminated, the ENGINEER shall be compensated for work actually performed and expense incurred up to date of termination. Notice of termination shall be given by the terminating party by hand delivery or mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be 33 days after the postmark, if mailed, or 30 days after date of receipt of notice, if hand delivered.
12. **COST ESTIMATES.** Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, ENGINEER's opinions of probable cost, are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as a qualified professional engineer familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ENGINEER.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the ENGINEER do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided at the normal rates in effect at the time of service.
14. **PRECEDENCE.** These GENERAL TERMS AND CONDITIONS shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENGINEER's services absent ENGINEER's express written agreement.
15. **OWNERSHIP OF DOCUMENTS.** Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of OWNER. ENGINEER may retain reproducible copies of such documents. OWNER hereby releases ENGINEER from all damages, claims, and losses arising out of any use of such original documents by OWNER other than for information and reference in connection with the use, operating and occupancy of the Project by OWNER and others. OWNER further agrees that OWNER will not hereafter disseminate any of such original documents or copies thereof for use by parties in connection with consulting services relating to any facilities not owned by OWNER. Nothing stated herein shall prevent ENGINEER from using its copies of such documents in connection with rendering professional services to other clients provided that in so doing no confidential information of OWNER is disclosed to such other client or any other party.

Item # 11

ENGINEER agrees that any electronic documents provided to ENGINEER by the OWNER for the ENGINEER'S use on the Project belong to and remain the

property of the OWNER. The ENGINEER will not disseminate any such documents to third parties without the OWNER'S written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The OWNER takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the ENGINEER is implied. The ENGINEER acknowledges and agrees to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-71 et. seq. in regards to all documents.

ITEM D - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Assist ENGINEER by placing at his disposal all known information available pertinent to the project including previous reports and any other data relative to design or construction of the project, which may be in possession of the OWNER.
2. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.
3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the ENGINEER to the OWNER, and promptly render in writing the decisions pertaining thereto, provided however, ENGINEER agrees that OWNER is relying on ENGINEER's expertise for design and specifications and is not rendering an opinion as to the accuracy or efficiency thereof, provided further that the ENGINEER will indemnify and hold harmless the OWNER for any error or omission from said studies, reports, sketches, specifications, drawing or other documents for which a claim for damages arises out of same.
4. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER's services and to bind OWNER with respect to these items.
5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services and any defect in the project or work of contractor(s), provided, however, nothing herein shall relieve the ENGINEER of his responsibilities.
6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
7. Bear all costs incident to compliance with the requirements of this item.

ITEM E - ENGINEER'S RESPONSIBILITIES

For which a Project or Task Order has been issued, the ENGINEER shall:

1. Upon identification by the ENGINEER and approval by the OWNER of the necessity and scope of information required, obtain the data, reports, surveys, and other materials and information required for this project.
2. Evaluate all proposed projects and prepare conceptual designs.
3. Develop overall master schedule and cost estimate for total program.
4. Assist in the coordination of right-of-way acquisitions.
5. Prepare construction and right-of-way plans and specifications.
6. Represent the OWNER during construction, providing the following, but not necessarily limited to, services:
 - a. Determine and certify percentage completion of projects and determine amount of money owed to Contractor.
 - b. Interpret design and specifications to Contractor, as necessary.
 - c. Reject unacceptable work, require special testing or inspections, and take appropriate action to protect OWNER's interest and assure successful completion of the project.
 - d. Inspect the projects to assess the progress and quality of work being performed and to determine that the work is progressing according to plans and specifications and deficiencies in the work of the Contractor.
 - e. Provide an on site representative on an on-call basis or as Project Manager if so required by the OWNER.

ITEM F - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral, for this project.

ITEM G - GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the _____ day of _____, 20__.

WITNESS:

By: _____

Firm: _____

Title: _____

By: _____

Title: _____

ATTEST:

CITY OF CARTERSVILLE:

By: _____

By: _____

Title: City Clerk

Title: Mayor

Seal:

(Name of Firm)
Standard Billing Rate Schedule
January 1, 2014 through December 31, 2014

<u>Staff Type</u>	<u>Rate</u>
Principal	\$ -----
Project Manager	\$ -----
Senior Engineer	\$ -----
Engineer	\$ -----
Planner	\$ -----
Designer	\$ -----
Field Engineer	\$ -----
Technician	\$ -----
Administrative	\$ -----

Hourly rates are subject to a yearly escalation factor not to exceed 5%, unless an alternate factor is approved by both parties.

Expenses are reimbursed cost. Included are printing, travel, long distance telephone, and other job-related expenses. Cost is either commercial invoice or the prevailing commercial rate for printing in-house by photocopy, commercial copier, or CADD plotter. Automobile mileage is reimbursed at \$0.52 per mile without markup.



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM

North Erwin Street Water Main Replacement – CSX Agreement

SubCategory:	Contracts/Agreements
Department Name:	Water Department
Department Summary Recommendation:	<p>Construction of the North Erwin Street Water Main will require boring under CSX facilities. Installation of the bore requires execution of the attached Facility Encroachment Agreement. The agreement requires a one-time payment not to exceed \$1,625.00.</p> <p>This is a budgeted item and will be paid for through account number 505.3320.54.1511 – N. Erwin St Water Main. I recommend approval of this agreement.</p>
City Manager's Remarks:	Your approval of the agreement with CSX is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid for through account number 505.3320.54.1511 N. Erwin St Water Main.
Legal:	
Associated Information:	



Statement of Fees

Page 1 of 1
 Account/Contract CSX818324
 Customer Project No. 338 105.60/R
 Date 8/23/2016

Customer

CITY OF CARTERSVILLE

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

** If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed on the Fees Summary below.*

If you can meet the monetary requirements of Section 10.1, you may reduce the total amount of the Statement of Fees by \$ 375.00

Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

Fees - At - A - Glance

Amount Due \$ 1625.00

Fees Summary

Railroad Protective Liability Insurance Fee	\$	750.00
One-time License Fee	\$	500.00
General Liability Insurance Surcharge* Please see the attached note	\$	375.00
Application Review Fee	\$	
	\$	

Amount Due \$ 1625.00

News You Can Use

CSX Federal ID No.

54-6000720

CSX Canadian ID No.

105203095 RC 0001

CSX Quebec ID No.

1022434469 IC 0001

CSX Transportation, Inc.
6737 Southpoint Drive, S., J-180
Jacksonville, FL 32216
Attention: John Blanton

Questions? Contact:

John.Blanton@CSX.com

904.279-3860

Item # 12

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of August 23, 2016, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF CARTERSVILLE, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is PO Box 1390, Cartersville, Georgia 30120, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter pipeline crossing, solely for the conveyance of potable water, located at or near Cartersville, Bartow County, Georgia, Atlanta Division, Cartersville Subdivision, Milepost SGC-640.58, Latitude N34:10:29.0096, Longitude W84:48:08.9892;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability

hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured,

written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual

cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 770-387-5653.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

PS - FORM 1001-G
REVISED APRIL 29, 2008
AGREEMENT NO. CSX818324

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

[Signatures on following page]

PS - FORM 1001-G
REVISED APRIL 29, 2008
AGREEMENT NO. CSX818324

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF CARTERSVILLE

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

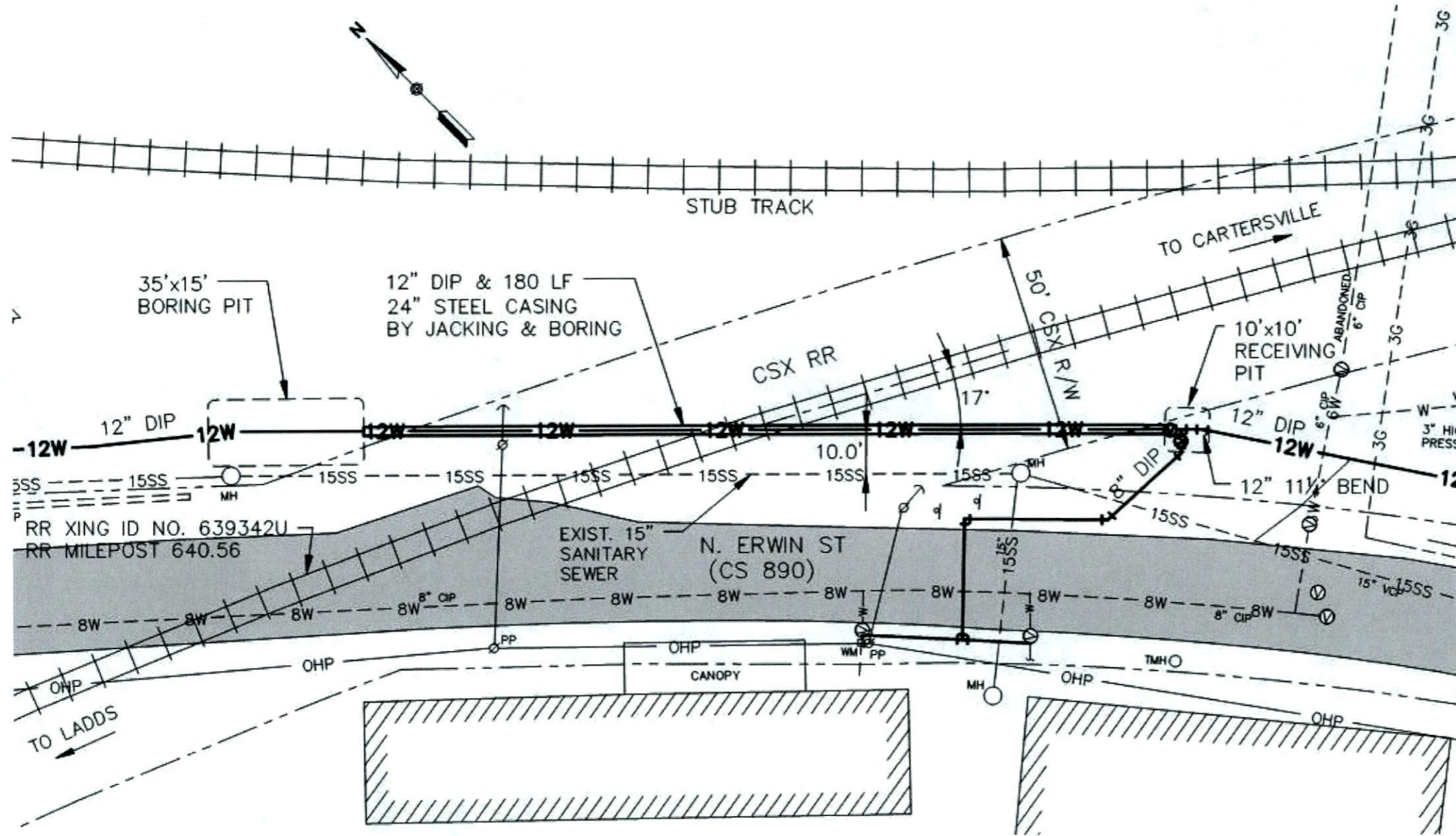
Dated _____.

PS - FORM 1001-G
REVISED APRIL 29, 2008
AGREEMENT NO. CSX818324

Based on submitted soil investigation / borings, if dewatering is required, a dewatering plan will need to be submitted and approved before construction can begin.

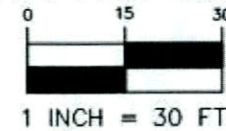
NOTES:

- 1. THE BORING OPERATION WILL PROGRESS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL FINISHED.
- 2. CONTRACTOR TO PROVIDE MECHANICAL ARRANGEMENTS OR DEVICES TO PREVENT THE AUGER FROM LEADING THE PIPE. THERE SHALL BE NO UNSUPPORTED EXCAVATION AHEAD OF THE PIPE.
- 3. THE AUGER AND CUTTING HEAD SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
- 4. THE BORED VOID SHALL NOT EXCEED THE OUTSIDE DIAMETER OF THE CASING BY MORE THAN 1/2 INCH. GROUT VOIDS GREATER THAN 1 INCH.
- 5. THE FACE OF THE CUTTING HEAD SHALL BE ARRANGED TO PROVIDE A REASONABLE OBSTRUCTION TO THE FREE FLOW OF SOFT OR POOR MATERIAL.



PLAN SCALE: 1" = 30'

GRAPHIC SCALE



CSX PROPERTY SERVICES REVIEW

No Exceptions Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

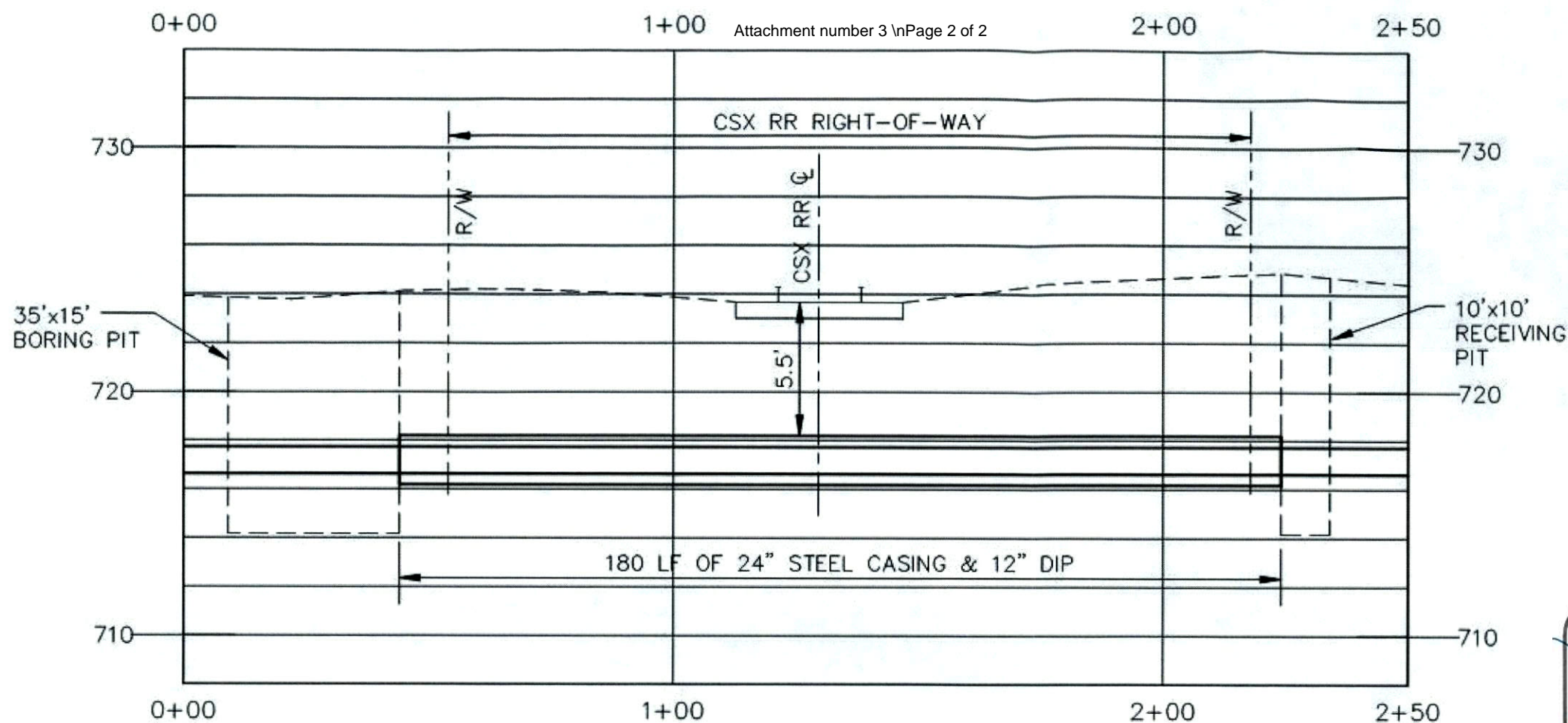
By: *Matthew C. [Signature]*

SWEITZER ENGINEERING, INC.

CONSULTING ENGINEERS
 680 Douthitt Ferry Rd, Suite 105
 Cartersville, Georgia 30120
 678-569-4290 - Phone

Location:	Cartersville, Georgia
Latitude:	34°10'29.24" N
Longitude:	84°48'09.26" W
Drawing No.:	1 Sheet 1 of 2
Drawing Date:	May 4, 2016 Last Revised:
Drawing Scale:	1 Inches = 30 Feet

Print Form Reset Form



PROFILE - RR CROSSING
SCALE: 1" = 30' (HORIZ.)
1" = 6' (VERT.)

CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

NOTES:
 THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
 CSXT PIPELINE SPECS. PAGE 23, A), ii) (c)
 CASING PIPE ENDS WILL BE SEALED IN ACCORDANCE WITH CSXT SPECS. CSXT PIPELINE SPECS. PAGE 19, E)

Additional Notes/Information:

Based on submitted soil investigation / borings, if dewatering is required, a dewatering plan will need to be submitted and approved before construction can begin.

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS	
	Commodity Description:	Water
	Maximum Operating Pressure:	150 PSI
	Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CARRIER/CASING PIPE DETAILS		
	Pipe Material:	Ductile Iron
	Material Specifications & Grade:	AWWA C151/Pressure Class 350
	Specified Minimum Yield Strength:	42,000 PSI
	Nominal Size Outside Diameter (Inches):	12 inches
	Wall Thickness (Inches):	0.28 inches
	Type of Seam:	N/A
	Type of Joints:	Bell & Spigot w/ Restrained Gasket
	Tunnel Liner Plates Required:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Cathodic Protection:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Type:
	Protective Coating:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Type:
	Temp. Track Support or Rip-Rap Req.:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Must Describe & Show on Drawing

SWEITZER ENGINEERING, INC.

CONSULTING ENGINEERS
 680 Douthit Ferry Rd, Suite 105
 Cartersville, Georgia 30120
 678-569-4290 - Phone

Location: **Cartersville, Georgia**
 Latitude: **34°10'29.24" N**
 Longitude: **84°48'09.26"**
 Drawing No.: **2** Sheet **2** of **2**
 Drawing Date: **May 4, 2016** Last Revised: _____
 Drawing Scale: V **1** Inches = **6** Feet
 Drawing Scale: H **1** Inches = **30** Feet



City of Cartersville

**City Council Meeting
9/1/2016 7:00:00 PM
WPCP TMDL Engineering Studies**

SubCategory:	Engineering Services								
Department Name:	Water Department								
Department Summary Recommendation:	<p>Per the attached letter proposal, the first two tasks for design of the Water Pollution Control Plant (WPCP) nutrient modifications are a complete facility evaluation (Task 1) and a facility master plan (Task 2). Each task builds on the previous task and is needed to develop the best plant design.</p> <p>Task 1 will involve a detailed characterization of current plant process equipment and capacities. It will involve detailed chemical analyses of current and historical influent and effluent parameters. A process model will be constructed and calibrated with data collected from the detailed studies and a facility evaluation report generated. Task 1 essentially defines the starting point from which design alternatives can be evaluated.</p> <p>Task 2 will identify several critical planning milestones through development of a Facility Master Plan. The plan will develop a maximum treatment capacity of the current plant site, address various alternative treatment processes, will evaluate placement of equipment and tankage up to maximum capacity as well as evaluating solids handling requirements. The plan will identify the most economical increments for expansion up to maximum capacity and develop triggers for when those expansions projects should begin.</p> <p>The proposed “not to exceed” fee for each task is as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 40px;">· Task 1 – Facility Evaluation</td> <td style="text-align: right; vertical-align: bottom;">\$107,540</td> </tr> <tr> <td style="padding-left: 40px;">· Task 2 – Facility Master Plan</td> <td style="text-align: right; vertical-align: bottom;"><u>\$117,620</u></td> </tr> <tr> <td style="text-align: right; padding-right: 40px;">Total:</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">\$225,160</td> <td></td> </tr> </table>	· Task 1 – Facility Evaluation	\$107,540	· Task 2 – Facility Master Plan	<u>\$117,620</u>	Total:		\$225,160	
· Task 1 – Facility Evaluation	\$107,540								
· Task 2 – Facility Master Plan	<u>\$117,620</u>								
Total:									
\$225,160									

	This is a budgeted item and will be paid through account 505.3330.54.1347 – Nutrient Removal Modifications.
City Manager's Remarks:	Your approval of the first of the 2 tasks with Hazen and Sawyer as outlined above is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid through account 505.3330.54.1347 Nutrient Removal Modifications. This cost will be reimbursed from the bond proceeds once a bond is issued.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
9/1/2016 7:00:00 PM**

2016-2017 Water Dept. Annual Chemical Purchase Order Approval

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
<p>Department Summary Recommendation:</p>	<p>The following chemicals are purchased for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis. Often orders in excess of \$5,000.00 are required. Fixed prices have been requested from each vendor for a 12 month period ending August 31, 2017. This will eliminate the need for multiple recurring agenda items throughout the year, and will expedite our ability to order chemicals on an as needed basis.</p> <ul style="list-style-type: none"> · Polytech, Inc. – Aluminum Sulfate · American Development Corporation (ADC) – Ortho-poly Phosphate · Polytec, Inc. – Calcium Hydroxide · Brenntag Mid-South – Sodium Silicofluoride · Allied Universal – Sodium Hypochlorite · Allied Universal – Chlorine Gas · Southern Ionics – Sodium Bisulfite · Industrial Chemical – Polymer · Univar – Hydrofluorsilicic Acid · Hill Manufacturing – Lift Station Degreaser · Enterprise Oil – Diesel Fuel · Gilreath Oil – Diesel Fuel <p style="text-align: right;">Cover Memo</p> <p>Below is a list of unit pricing from each vendor. If it is necessary</p> <p style="text-align: right;">Item # 14</p>

to rebid or if a less expensive alternative is found, the updated vendor/pricing information will be brought forward for Council approval.

- Sodium hypochlorite \$0.75/gal
- Chlorine gas \$0.197/lb
- Polymer \$1.66/lb
- Sodium Bisulfite \$0.1137/lb
- Aluminum Sulfate \$0.1435/dry lb
- Lime Slurry \$0.0495/lb
- Ortho-Poly Phosphate \$1.46/lb
- Sodium Fluorosilicate \$0.46/lb
- Hydrofluosilicic Acid \$0.22/lb
- Diesel Fuel Mkt.Price/gal
- Degreaser \$22.50/gal

City Manager's Remarks:	Your approval of the annual chemical bid is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
WPCP Secondary #3 Gearbox Replacement

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The gearbox for the secondary #3 lift screw failed four weeks ago. The gearbox was shipped to a repair/ rebuild facility where it was deemed a total loss. Requests for a replacement gearbox were solicited from the following vendors:</p> <ul style="list-style-type: none">· Motor & Gear \$10,750· Rome Electric \$11,000· Applied Industrial No Bid <p>I recommend approval of the low bid from Motor & Gear in the amount of \$10,750.00. This item will be paid for through account number 505.3330.52.2361 – Maintenance – WPC Plant.</p>
City Manager's Remarks:	Your approval of the bid from Motor and Gear is recommended.
Financial/Budget Certification:	This item is budgeted and will be paid for through account number 505.3330.52.2361 Maintenance WPC Plant.
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
Orthography, Contours & Oblique Data for GIS

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	As part of the 2014 SPLOST, funding was included for a flyover of all property within Bartow County to update the Geographic Information System (GIS) that is used by all city departments as it relates to city infrastructure, wards, etc. The city's share of the \$350,680 cost was 19.3% which is based on the sales tax allocation. This amounted to \$67,681.00. I recommend approval of the payment of this invoice from the 2014 SPLOST funds.
City Manager's Remarks:	Your approval of payment of our share of the fly over is recommended.
Financial/Budget Certification:	This is a budgeted item in the SPLOST 2014 Fund.
Legal:	
Associated Information:	

**STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY**

P. O. BOX 543
135 WEST CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORGIA 30120
(770) 387-5030

July 5, 2016

TO: City of Cartersville
Attn: Connie Keeling
P.O. Box 1390
Cartersville, GA 30120

To bill you for Orthography, Contours and Oblique Data:

City of Cartersville Pro Rata Share (19.3% of \$350,680) \$ 67,681.00

Total Due \$67,681.00

Note: By payment of this invoice, the City of Cartersville agrees not to make logins to the Pictometry system publicly available. Such data is for City employee use only. Compromised logins are subject to being cancelled and replacement logins issued.



City of Cartersville

City Council Meeting
9/1/2016 7:00:00 PM
2016 LMIG/SPLOST Resurfacing

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>This bid award is for the project PW-2016-LMIG, bids were opened on 8/26/2016 and the low bidder is Northwest Georgia Paving, Inc. for \$605,248.70. The project includes 10 city streets, Old Mill Road (South of Douthit Ferry Road), Summit Ridge Drive, Morningside Drive, Rowland Springs Road, Brookwood Drive, Oak Hill Circle, Camellia Lane, Pettit Road, Dogwood Drive and Pine Grove Road for a total of 5.29 miles.</p> <p>Funding for this project is \$233,233.34 from GDOT Local Maintenance Improvement Grant, approximately \$45,000 from Elcher Management Group for their portion of Summit Ridge Drive, and the remainder of \$327,015.36 from the 2003 SPLOST.</p> <p>We recommend award and approval for the Mayor to sign contract and all project related documents.</p>
City Manager's Remarks:	Your approval of the award of this bid to Northwest Georgia Paving is recommended.
Financial/Budget Certification:	This is a budgeted item with the city match paid from SPLOST 2003 Fund.
Legal:	
Associated Information:	

Bid Tabulations

CITY OF CARTERSVILLE PROJECT NO.. PW-2016- LMIG

DESCRIPTION	EST.	UNIT	NW GA Paving		Bartow Paving		Colwell Construction		CW Matthews		Baldwin Paving	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
	QTY.		PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
150-1000 Traffic Control	1	LS	\$ 63,000.00	\$63,000.00	\$ 73,000.00	\$73,000.00	\$ 37,601.27	\$37,601.27	\$ 121,233.50	\$121,233.50	\$ 40,230.17	\$40,230.17
402-1802 Recycled Asph. Patching, Incl Bitum Matl and H-Lime	280	TN	\$ 130.00	\$36,400.00	\$ 105.00	\$29,400.00	\$ 109.78	\$30,738.40	\$ 187.29	\$52,441.20	\$ 236.23	\$66,144.40
402-1812 Recycled Asph. Conc. Leveling, Incl. Bitum Material and H-Lime	360	TN	\$ 78.00	\$28,080.00	\$ 75.00	\$27,000.00	\$ 88.66	\$31,917.60	\$ 123.88	\$44,596.80	\$ 152.13	\$54,766.80
402-3101 Recycled Asph Conc. 9.5 MM Superpave, Type 1, Blend 1, incl. Bitum Mtl. And H-Lime	4565	TN	\$ 78.00	\$356,070.00	\$ 87.17	\$397,931.05	\$ 87.57	\$399,757.05	\$ 77.54	\$353,970.10	\$ 121.44	\$554,373.60
413-1000 Bitum Tack Coat	2590	GL	\$ 0.01	\$25.90	\$ 0.01	\$25.90	\$ 5.05	\$13,079.50	\$ 1.58	\$4,092.20	\$ 3.39	\$8,780.10
432-5010 Mill Asph Conc Variable Depth	20110	SY	\$ 2.40	\$48,264.00	\$ 2.85	\$57,313.50	\$ 5.13	\$103,164.30	\$ 2.42	\$48,666.20	\$ 4.73	\$95,120.30
653-0110 Thermoplastic Pvmt Marking, Arrow, Tp 1	2	EA	\$ 75.00	\$150.00	\$ 75.00	\$150.00	\$ 93.21	\$186.42	\$ 75.00	\$150.00	\$ 103.28	\$206.56
653-0120 Thermoplastic Pvmt Marking, Arrow, Tp 2	10	EA	\$ 75.00	\$750.00	\$ 75.00	\$750.00	\$ 93.21	\$932.10	\$ 75.00	\$750.00	\$ 103.28	\$1,032.80
653-0210 Thermoplastic Pvmt Marking, Word, Tp 1	2	EA	\$ 100.00	\$200.00	\$ 100.00	\$200.00	\$ 124.28	\$248.56	\$ 100.00	\$200.00	\$ 137.70	\$275.40
653-2501 Thermoplastic Solid Traffic Stripe, 5 in, White	8.8	LM	\$ 2,020.00	\$17,776.00	\$ 2,000.00	\$17,600.00	\$ 2,485.64	\$21,873.63	\$ 2,000.00	\$17,600.00	\$ 2,754.01	\$24,235.29
653-2502 Thermoplastic Solid Traffic Stripe, 5 in, Yellow	8.8	LM	\$ 2,020.00	\$17,776.00	\$ 2,000.00	\$17,600.00	\$ 2,485.64	\$21,873.63	\$ 2,000.00	\$17,600.00	\$ 2,754.01	\$24,235.29
653-1804 Thermoplastic Solid Traffic Stripe, 24 in, White	240	LF	\$ 7.57	\$1,816.80	\$ 7.50	\$1,800.00	\$ 9.32	\$2,236.80	\$ 7.50	\$1,800.00	\$ 10.33	\$2,479.20
653-2804 Thermoplastic Solid Traffic Stripe, 8 in, White	160	LF	\$ 2.50	\$400.00	\$ 2.50	\$400.00	\$ 3.11	\$497.60	\$ 2.50	\$400.00	\$ 3.44	\$0.00
653-6004 Thermoplastic Traffic Striping, White	120	SY	\$ 5.00	\$600.00	\$ 5.00	\$600.00	\$ 6.21	\$745.20	\$ 5.00	\$600.00	\$ 6.89	\$826.80
653-6006 Thermoplastic Traffic Striping, Yellow	120	SY	\$ 5.00	\$600.00	\$ 5.00	\$600.00	\$ 6.21	\$745.20	\$ 5.00	\$600.00	\$ 6.89	\$826.80
654-1001 Raised Pvmt Markers TP 1	600	Each	\$ 5.00	\$3,000.00	\$ 5.00	\$3,000.00	\$ 6.21	\$3,726.00	\$ 5.00	\$3,000.00	\$ 6.89	\$4,134.00
611-8050 Adjust Manhole to Grade	34	EA	\$ 850.00	\$28,900.00	\$ 900.00	\$30,600.00	\$ 550.00	\$18,700.00	\$ 900.00	\$30,600.00	1239.3	\$42,136.20
611-8140 Adjust Water Valve Box to Grade	3	EA	\$ 480.00	\$1,440.00	\$ 550.00	\$1,650.00	\$ 550.00	\$1,650.00	\$ 550.00	\$1,650.00	757.35	\$2,272.05
GRAND TOTALS				\$605,248.70		\$659,620.45		\$689,673.26		\$699,950.00		\$922,075.76